

CUSTOMER COPY

Credit Agreement

IMPORTANT INFORMATION

1. Amount of credit limit :	Credit limit is notified to you from time to time.
2. Duration of agreement:	No fixed period, see Condition 8 of the Terms and Conditions .
3. Number and frequency of repayment installments:	No fixed number. Monthly (unless otherwise agreed).
4. Amount of each installment:	As detailed in financial details about the card below.
5. Annual Percentage Rate of Charge (APR) [*] :	Total cost of credit including any interest and fees 19.1% (variable).
6. Total amount payable [*] :	€1,643.80 is what you might pay in year 1 if this happens: <ul style="list-style-type: none">• Your credit limit is €1,500;• On opening the account you make one purchase with your card to the value of €1,470 plus Government Stamp Duty charge of €30.00;• interest is charged at the standard rate for purchases;• you repay the €1,500 purchase amount in 12 equal monthly payments of €125, each made on time; and• during the year you don't carry out any more transactions and your interest rates don't change. Remember this is just an example and the total amount you might have to pay could vary.

^{*} The **APR** above is based on a representative **credit limit** of €1,500 and incorporates the highest interest rate applicable to **purchases** but does not incorporate the introductory interest rate.

THIS IS A COPY OF YOUR AGREEMENT FOR YOU TO KEEP.

This is a Tesco Clubcard Credit Card **agreement** made between **us**, (Tesco Personal Finance plc, P.O. Box 7520, Dublin 2) and **you**, the principal **cardholder**. The following details about the **card** form part of the credit **agreement** between **us** and **you**.

Financial details about the **card**:

- 1 **We** will set **your credit limit** and **advance limit** and **we** may reduce them at any time. The **advance limit** is 30% of the **credit limit**. **We** will give **you** written notice of any change. **You** can request a **credit limit** increase at any time.
- 2 Within 25 days after the date of each **statement you** must pay **us** at least the minimum payment shown on **your statement**. The minimum payment will be:
 - 3% of the new balance shown on **your statement**; or
 - €5.00;whichever is more.
However, if the new balance is less than €5.00, **you** must pay the full new balance.
- 3 The rates of interest **we** charge are shown below:

Interest Rates		
Transaction Type	Monthly Rate	Annual Rate
Balance transfers for the first 6 months from the account opening	0.00% (fixed)	0.00% (fixed)
Balance transfers after the first 6 months from the account opening	1.167% (variable)	14.9% (variable)
Purchases for the first 8 months from the account opening	0.00% (fixed)	0.00% (fixed)
Purchases after the first 8 months from the account opening	1.167% (variable)	14.9% (variable)
Advances from the start	1.298% (variable)	16.7% (variable)

For each **advance** (except **gambling transactions**) we will charge you:

- 1.5% of the amount of the **advance**; or
- €1.90;

whichever is more.

We may change the interest rates and charges, but the **Annual Rate** shown above does not take account of any future changes to the interest rates and charges.

- 4 If **you** repay the full new balance shown on **your statement** within 25 days of the **statement** date, **we** will not charge **you** interest on any **purchases** shown on that **statement**.

YOUR RIGHT TO WITHDRAW FROM THIS AGREEMENT

You have a right to withdraw from (pull out of) this **agreement** once it is made. **You** have 14 calendar days beginning on the day **you** enter the **agreement** or on the day **you** receive a copy of the **agreement**, whichever is the later, to use this right to withdraw from the **agreement**. **You** can withdraw from this **agreement** by either writing to Tesco Credit Card, Credit Card Centre, PO Box 7520, Dublin 2 or by telephoning the Credit Card Centre on 1800 555 743

If **you** withdraw from this **agreement**, **you** will still have to repay any money that **we** lent to **you** and interest on that money. The interest is charged until the date that **you** repay the money that we lent to **you**. **We** also have the right to ask **you** to pay the €30 Government Tax charged to **your account** if **you** use **your card** during these 14 days. If **you** repay all of the money lent to **you** and interest within 30 days after **you** withdraw from the **agreement you** will not have to pay any other charges.

Tesco Credit Card Terms and Conditions

Credit Agreement. IMPORTANT INFORMATION AS AT NOVEMBER 2013

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5. Annual Percentage Rate of Charge (APR)*:	Total cost of credit including any interest and fees 19.1% (variable).
6. Total amount payable*:	<p>€1,643.80 is what you might pay in year 1 if this happens:</p> <ul style="list-style-type: none"> Your credit limit is €1,500 On opening the account you make one purchase with your card to the value of €1,470 plus Government Stamp Duty charge of €30.00; interest is charged at the standard rate for purchases; you repay the €1,500 purchase amount in 12 equal monthly payments of €125, each made on time; and during the year you don't carry out any more transactions and your interest rates don't change. <p>Remember this is just an example and the total amount you might have to pay could vary.</p>

*The **APR** above is based on a representative credit limit of €1,500 and incorporates the highest interest rate applicable to **purchases** but does not incorporate the introductory interest rate.

THIS IS A COPY OF YOUR AGREEMENT FOR YOU TO KEEP.

This is a Tesco Clubcard Credit Card **agreement** made between **us**, (Tesco Personal Finance plc, P.O. Box 7520, Dublin 2) and **you**, the principal cardholder. The following details about the **card** form part of the credit **agreement** between **us** and **you**.

- We** will set **your credit limit** and **advance limit** and **we** may reduce them at any time. The **advance limit** is 30% of the **credit limit**. **We** will give **you** written notice of any change. **You** can request a **credit limit** increase at any time.
- Within 25 days after the date of each **statement you** must pay **us** at least the minimum payment shown on **your statement**. The minimum payment will be:
 - 3% of the new balance shown on **your statement**; or
 - €5.00; whichever is more. However, if the new balance is less than €5.00, **you** must pay the full new balance.
- The rates of interest **we** charge, and the equivalent **Annual Rates** are shown below.

3a. Interest Rates		
Transaction Type	Monthly Rate	Annual Rate
Balance transfers for the first 6 months from the account opening	0.00% (fixed)	0.00% (fixed)
Balance transfers after the first 6 months from the account opening	1.167% (variable)	14.9% (variable)
Purchases for the first 8 months from the account opening	0.00% (fixed)	0.00% (fixed)
Purchases after the first 8 months from the account opening	1.167% (variable)	14.9% (variable)
Advances from the start	1.298% (variable)	16.7% (variable)

For each **advance** (except **gambling transactions**) **we** will charge **you**:

- 1.5% of the amount of the **advance**; or
 - €1.90;
- whichever is more.

We may change the interest rates and charges. The **Annual Rates** shown above do not take account of any future changes to the interest rates and charges.

- If **you** repay the full new balance shown on **your statement** within 25 days of the **statement** date, **we** will not charge **you** interest on any **purchases** shown on that **statement**.

TESCO CLUBCARD CREDIT CARD TERMS AND CONDITIONS OF USE

These Terms and **Conditions** are the rules for the use of **your card**. They are part of, and should be read with the credit **agreement** signed by **us** and **you**. When **you** use **your card** for the first time **you** are taken to have accepted these Terms and **Conditions**.

MEANINGS OF WORDS AND PHRASES USED IN THIS AGREEMENT

- account** – means **your credit card account**.
- additional card** – means a **card we** issue to someone (an **additional cardholder**) nominated by **you**.
- additional cardholder** – means a **cardholder** appointed by **you** and permitted to use an **additional card**.
- advance** – means a **transaction** where **you** get cash, **foreign currency**, or travellers cheques or carry out a **gambling transaction** by using the **card**.
- advance limit** – means the most **you** are allowed to owe on **your account** at any time, by way of **advances**.
- agreement** – means this **agreement** between **you** and **us** as set out in these **conditions**, the **card carrier** and all other documents that are incorporated into these **conditions** or otherwise become part of the **agreement** from time to time.
- APR** – means the cost of credit calculated on an annual basis.
- balance transfer** – means a **transaction** where **we** repay a debt **you** owe to another financial institution and charge the amount of that debt to **your account**.
- business day** – means a day (other than a Saturday, Sunday or public holiday) on which **we** are generally open for business in the UK and, where a payment to an **account** with another bank is involved, on which the payee's bank is also open for business.
- card** – means the Tesco Clubcard Credit Card including any **additional card** supplied by **us**, under this **agreement** and incorporates all elements of that **card**, including without limitation, the **CHIP**.
- card carrier** – paper document that the plastic **card** is attached to.
- card holder** – means only the person in whose name the **account** is maintained and does not include **additional cardholders**.
- cash machine** – means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions.
- CHIP** – means an integrated circuit embedded in a **card**.
- conditions** – means these Terms and **Conditions** as amended, extended, supplemented or replaced from time to time.
- credit limit** – means the maximum debit balance allowed on the **account**.

- EEA** – means the current members of the European Economic Area as may be amended from time to time.
- foreign currency** – means any currency other than euros.
- gambling transaction** – means a **transaction** where payment is made to an establishment that is identifiable by **us** as carrying on gambling, whether or not the purpose of the **transaction** is payment for gambling activity.
- merchant** – means any business or individual who accepts payment made with a **card**.
- PIN** – means the Personal Identification Number **you** use with the **card**.
- purchase** – means a **transaction** where **you** buy goods or services with the **card**.
- secure system** – means a system approved by **us** to enable the secure use of **your card** over the Internet.
- special offer** – means a reduced rate of interest or special terms **we** offer for a category of **transactions**.
- statement** – means any paper or electronic **statement of your account**.
- Tesco** – means Tesco PLC and its subsidiaries.
- transaction** – means any payment made to obtain goods or services (or cash withdrawn) by **you** or an **additional cardholder** using the **card**.
- you, your** – means the **cardholder** in whose name the **card account** is opened and unless the context otherwise requires, any **additional cardholder**.

Any references to “**we**”; “**us**”; or “**our**” means Tesco Personal Finance plc and includes **our** successors and assigns. **We** are authorised and regulated by the UK Financial Services Authority. **Our** principal business is the provision of financial services. **Our** head office and registered office is: Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH. **We** are registered in Scotland and **our** registered number is 173199. **Our** website address www.tesco.ie/finance.

In these **conditions** headings are for convenience only and are not to be taken into account when interpreting these **conditions**.

1. The card

- a **Our card** allows **you** to pay for goods and services **purchased** from **merchants**, and to receive **advances**, including cash from **cash machines** or any other way, where the Visa credit **card** logo is displayed. **We** apply a limit to the amount of credit available on the **card**. **You** must pay interest once any interest free period that applies to **your account** ends.
- b **You** (and any **additional cardholder**) must do all of the following:
 - Sign the **card** as soon as **you** or the **additional cardholder** receive it;
 - Keep the **card** safe at all times and do not allow any other person to use it; and
 - Memorise the **PIN** and then destroy any note of it straight away.
- c **You** (and any **additional cardholder**) must not do any of following:
 - Go over **your credit limit** or **advance limit**.
 - Use the **card** before or after the time it is valid for or after **we** tell **you** that **we** have cancelled or stopped **your** ability to use the **card**.
 - Write the **PIN** on the **card** or anything that **you** keep with it.
 - Use the **card** to carry out **transactions** that have an illegal purpose.
- d **We** own the **card** and if **we** ask, **you** must cut the **card** in half through the signature box and magnetic strip, and if **you** have a **CHIP card** make sure the **CHIP** is cut in half, and return it to **us**. **We**, or anyone acting for **us**, may keep any **card** at any time. For example, **we** may take back/ stop/suspend any **card** and tell any **merchant** to keep hold of it if **you** try to use it.
- e If **we** think it is right to do so, **we** may suspend, stop or restrict the use of **your card** and **PIN** in the way set out in these **conditions**.

2. Using the card account

Transactions

- a Use of **your card** is subject to **transaction** and daily limits. Things to remember about different **transaction** types:
 - **Purchases** and cash **advances**: **You** can use the **card** to make **purchases** and take out cash **advances**. Cash **advances** include cash taken out from an ATM, buying **foreign currency** or travellers’ cheques or gambling **transactions**. **We** may put a limit on the number of cash **advances you** can take out in one day from an ATM and **we** will tell **you** what this limit is.
- b If **you** or an **additional cardholder** use **your card** to make a **transaction** in a **foreign currency**, **we** will convert the amount of the **foreign currency transaction** into euros at the exchange rate set by Visa that applies at the date the **transaction** is processed. This date may not be the date on which the **transaction** was made by **you**. **We** have no control over when Visa processes **your transaction**. Exchange rates may change, and the exchange rate which applies on the day that **you** make the **transaction** may not be the same as the exchange rate **we** use on the day that **we** convert the **transaction** and apply it to **your account**. **We** will tell **you** in **your statement** the exchange rate that is applied to a **foreign currency transaction** that **you** make. If **you** would like to find out more about **our** rates of exchange including the rate of exchange **we** have applied to any **purchase** or **advance** in a **foreign currency on your account** then please call 1800 555 743.
- c Depending on the position under condition 4 **you** will have to pay **us** all amounts charged to **your account** for **transactions** that **you** or any **additional cardholder** have authorised. For this reason, **you** should check the amount of every **transaction** before **you** authorise it (condition 2(f) below explains how **you** authorise **transactions**).
- d When **we** get a refund voucher from a **merchant** that **we** think is acceptable, **we** will pay the amount of the refund to **your account**.
- e Once **you** become aware of any unauthorised **transactions** or any mistakes in **transactions** on **your account**, **you** must tell **us** about them without undue delay. **We** will decide if there has been undue delay by **you** in the way set out in condition 4(c).

Authorising payments

- f There are a variety of means by which **you** can authorise **transactions** and use the ‘available credit’ on **your card**, these include:
 - using **your card** with **your PIN** for **purchases** or cash **advances**;
 - using **your card** number and in some circumstances a security code for **transactions** by mail, telephone, Internet or by use of a **secure system**; and
 - using **your card** and signature where the other authorisation options in this condition are not available.
- g **We** may decide not to authorise a **transaction** if:
 - **you** have not authorised the **transaction** in one of the ways set out at condition 2(f);
 - **we** are prevented from authorising the **transaction** by any law or regulation or other circumstances that are beyond **our** reasonable control;
 - **your card** has been reported as lost or stolen, or **we** have reason to think it is lost or stolen;
 - **you** have broken this **agreement**;
 - **you** would go over **your** ‘available credit’ by making the payment on top of all other **transactions we** have authorised, including those not yet charged to **your account**. The ‘available credit’ on **your account** will be based on **your credit limit**, amounts charged to **your account** which remain unpaid and payments received from **you** which are paid into **your account**. **We** reserve the right not to adjust **your** ‘available credit’ by the amount of any payments made by **you** until they have been received by **us**. No liability shall attach to **us** for not giving any such **merchant** the authorisation requested;

- any of the circumstances set out in condition 8(a) occur.

- h Once **you** have authorised a **transaction** using **your card you** cannot ask **us** to stop that **transaction**. **You** may authorise a **transaction** after it has been made by agreeing to the **transaction** orally or in writing. However, **we** will cancel a **transaction** that has not been paid (e.g. a direct debit from **your account**) if **you** provide **us** with satisfactory evidence that **you** have cancelled the **transaction**. If **you** wish to cancel a direct debit to or from **your account** please contact **us** for information on how **you** can do this.
- i When **you** authorise a **transaction** by using **your card** and **PIN** or a **secure system**, **we** will treat **your** use of the **PIN** or the **secure system** (whichever **you** used) as conclusive evidence that **you** or the **additional cardholder** authorised the **transaction**. **You** should always check the amount of the **transaction** before entering **your PIN**. If **you** use a **secure system** to authorise a **transaction**, **you** do so on the terms and **conditions** of that **secure system**.

Interest

- j The interest rates that apply to the **card** will be the interest rates set out in Section 3 of the credit **agreement**. These interest rates can be changed by **us** as **we** see fit.
- k For any **purchases**, **balance transfers** and **advances we** will charge interest, from the date the **transaction** is charged to **your account**, on the amount of the **transaction**. All interest, including interest on **transactions** made using an **additional card**, will be **your** liability and will be charged to **your account**.
- l **We** work out the interest using the interest rate that applies at the date of **your statement**. **We** calculate the interest on the average daily balance on **your account** since the date of **your last statement** date. The interest that must be paid on individual **transactions** will build up and be charged from the date the **transaction** is charged to **your account** (which is the date that **you** see on **your statement**) to the date payment is received from **you** and applied to **your account**.
- m Where an interest rate applies for a fixed amount of time and that time does not end on a date of a **statement** that **we** send **you**, that interest rate will continue until the date of **your next statement**.
- n A **statement** of **your account**, is available on request and free of charge at any time during this **agreement**.

Statements

- o Each month **we** will send **you** a **statement** showing:
 - all amounts charged to **your account** for the time covered by the **statement**; and
 - any repayments **you** have made since **your last statement**. **You** must pay **us** the minimum payment shown on **your statement** on or before the payment date shown on **your statement**.
- p When **we** tell **you**, **you** must also immediately pay **us**:
 - any amount **you** owe over **your credit limit**;
 - any unpaid payments from previous **statements**;
 - any late payment or other charge shown on **your statement**; and
 - the amount of any **transaction** that breaks this **agreement**.
- q As soon as **you** get a **statement** from **us**, **you** should check it carefully and report any **transactions** that **you** did not authorise, any mistakes in **transactions** or any missing **transactions** to **us** straight away using the details in the 'Contacting **us**' section.
- r If **we** tell **you** so, **we** may allow **you** to miss a monthly payment. If this happens **we** will continue to charge interest on the full balance of **your account**, including **transactions** shown on **your latest statement**.

Charges

- s If **you** do not keep to any of these **conditions**, **you** may have to pay **our** administration charges as set out in **our** published list of charges, known as **our** published tariff. The published tariff also includes details of other charges **you** may be required to pay. **We** will apply these charges to **your**

account. Depending on **us** meeting any requirements in these **conditions** to tell **you** in **advance**, **we** may change **our** charges from time to time. These charges will be charged to **your account** where:

- **you** go over **your credit limit**.
- **you** make a late payment.
- **you** cannot pay a cheque or a direct debit.
- **you** carry out a **transaction** in a **foreign currency**.
- Government Tax must be paid on **your account**.

Charges will be applied to **your account** and will be treated as **purchases** when **we** are calculating interest. In other words, **you** will be charged interest on charges that are applied to **your account**. Government Tax will be exempt from interest.

Where **we** put a **transaction** in a **foreign currency** onto **your account you** may also be charged a **transaction** fee by the **merchant**. **We** have no control over the amount of any fees that might be charged by a **merchant**. **Transaction** fees may vary depending on the country where the **transaction** is made. **You** may also be charged a **transaction** fee by the local bank in that country which processes the **transaction**.

All charges, including charges on an **additional card**, will be **your** liability and will be charged to the **account**.

Repayments

- t If **we** receive an authorised payment **transaction** from **you** before 17.00 on a **business day** **we** will begin to process the **transaction** straight away. If **we** receive a payment **transaction** after 17.00 on a **business day**, at the weekend or on an English bank holiday **we** will process the **transaction** on the next **business day**.
- u **You** will find information on the back of **your statement** about the normal length of time that it takes for the payments **you** make to **your account** to reach **us** and be applied to **your account**.
- v When making a payment to **us**, the time it takes for **your** payment to reach **us** will be different depending on the method of payment that **you** choose. It may take one **business day** for another bank to transfer payment to **us** and for paper initiated payments (for example, payment by cheque), it may take an extra **business day** on top of this for the payment to reach **us**. For this reason, **we** recommend that **you** allow at least four **business days** from the time **you** make the payment for it to reach **us**.
- w **We** will make sure that all payments received for value and accepted for **your account** by **us** before the cut-off time set out in condition 2(t) above on a **business day** are applied to **your account** and will be made available to **you** from the date that **we** receive the payment. Funds received after the applicable cut-off times are taken to have been received by **us** on the next **business day**.
- x When **you** pay **us** **we** use it to pay off those items which attract the highest interest rates first and then Government tax. If there is more than one item at the same rate **we** pay off the item at the rate which ends first (for example if **you** have 0% on **purchases** for 8 months and 0% on **balance transfers** for 6 months, **we'll** pay off **your balance transfer** first). Unless amounts are overdue, **we** always use **your** payments to pay off items which have appeared on a **statement you** have received before paying off items which haven't yet appeared on **your statement**. If amounts are overdue on **your account** (known as **your account** being in arrears), **we** will pay off the amounts that are overdue (starting with the oldest) before **we** put it towards the amount due from **your most recent statement**.
- y If **you** miss a payment, as well as having to pay additional interest and charges under this **agreement**, **your** credit record may be affected, making it more difficult or more expensive for **you** to borrow. **We** may seek a judgment against **you** in a court for any monies **you** owe to **us** after they are due. **We** may seek to register this judgment against **your** home. If **you** do not pay the money owed under the judgment and **your** home is sold, **we** may look to the proceeds of the sale for payment of the money owed.
- z No payments received by **us** will be treated as being in full and final settlement of **your account** unless **we** tell **you** this in writing.

WARNING: IF YOU DO NOT MEET THE REPAYMENTS ON YOUR CREDIT AGREEMENT, YOUR ACCOUNT WILL GO INTO ARREARS. THIS MAY AFFECT YOUR CREDIT RATING, WHICH MAY LIMIT YOUR ABILITY TO ACCESS CREDIT IN THE FUTURE.

3. Additional card

- a The **cardholder** may ask **us** to issue a **card** and **PIN** to someone else. If **we** agree to do this, the **cardholder** will have to pay for all **transactions** carried out using the **additional card** and **PIN** or any **secure system**, including those charged to the **account** after the **additional card** has been returned to **us**.
- b **We** will not give **additional cardholders** information about **your account** unless **you** agree.
- c Before **you** share information with **us** about any other person (e.g. name and address of an **additional cardholder**) in connection with **your** application, that person must agree to **you** sharing this information and to **us** processing information about them.

4 Liability

- a If **your card** is lost or stolen, or **you** think that there has been any fraudulent, unauthorised or other mis-use of **your card** or if **you** think that someone knows **your PIN**, **you** must tell **us** straight away by phoning **us** on 1800 555 743 if **you** are calling from the Republic of Ireland or, otherwise call **us** on +44 1268 50 80 27 (please reverse the charges). If **you** are unable to call **us** **you** may write **us** at Tesco Clubcard Credit Card, Credit Card Operations, PO Box 7520, Dublin 2.
- b If a **transaction** is one that **you** have not agreed to in the ways listed in condition 2(f) above it will be considered to be an unauthorised **transaction**. Where the **merchant's** bank, or the bank from which the cash **advance** was taken, is located in the European Economic Area (**EEA**) and the payment is in euro or the currency of a member state of the **EEA** outside the euro area (e.g. in Sterling), this is what happens if there is an unauthorised **transaction** on **your account**:
 - So long as **you** tell **us** about an unauthorised **transaction** in the way set out in condition 4(c) below, **we** will generally refund any unauthorised **transactions** charged to **your account** and if necessary, **we** will put **your account** in the position it would have been in if the unauthorised **transaction** had not happened. However, if the unauthorised **transaction** happened because **your card** or password was lost or stolen or because **you** did not keep the security features of the **card** (such as the **PIN** or password) safe, **you** will have to bear the first €60 of loss that comes from that unauthorised **transaction**. Also, **we** will not be liable for any loss suffered by **you** from an unauthorised **transaction** where:
 - **you** have acted fraudulently; or
 - whether intentionally or because of **your** gross negligence, **you** have not used **your card** in the way required by these **conditions**; or
 - whether intentionally or because of **your** gross negligence, **you** have not kept **your card** or **PIN** or other security device or procedure safe; or
 - whether intentionally or because of **your** gross negligence, **you** have not told **us** about the loss of a **card**, **PIN** or other security device or procedure without undue delay.
 - Where **your card** is used to make an authorised payment **transaction** that is started by or made through the person receiving the payment and **you** contact **us** within 8 weeks of the **transaction** being charged to **your account** to request a refund, **we** will refund **you** within 10 **business days** of **your** request, where **you** can show **us** that:
 - **your** authorisation to the **merchant** did not set out the exact amount of the payment when **you** made the authorisation; and
 - the amount of the payment was more than the amount that **you** could reasonably have expected taking into account **your** previous spending pattern.

If **you** make a claim for such a refund **you** must provide **us** with all information about the **transaction** that is requested by **us**. The 10 **business day** time period for **us** to consider if **we** have to give **you** the refund only starts to run when **you** provide all of this information to **us**. If **we** think that **you** are

not entitled to a refund **we** will let **you** know **our** reasons. If **you** are not satisfied with **our** reasons **you** may make a complaint in accordance with the complaints procedures detailed in these **conditions**.

Where a payment was not processed by **us** or **we** made a mistake in processing a payment **we** will refund **you** and, where applicable, put **your account** in the position it would have been if the mistake in processing the payment had not taken place as long as:

- there is no undue delay on **your** part in telling **us** about it; and
- none of the events set out in condition 12(a) prevented **us** from making the payment in the first place.

We will also be liable to **you** for any charges or interest that **you** may have to pay because of **our** mistake in processing the payment and/or not processing a payment.

Where **you** tell **us** about a mistake in processing a payment or a payment that **we** have not processed **we** will make immediate efforts to trace the **transaction** and **we** will tell **you** the results of these efforts. If **we** find out from these efforts that the payment was correctly processed, **we** have the right to charge **your account** with **our** charges.

- c If there is undue delay on **your** part in telling **us** about an unauthorised payment, a payment that **we** have not processed or a mistake in the processing of a payment, **we** will not be liable to **you** for any loss **you** suffer because of these issues. **We** will normally consider that there has been undue delay on **your** part if **you** do not contact **us** within 30 days of **you** receiving the **statement** that sets out the charge to **your account** that has given rise to the issue. If **you** have not told **us** about the issue within 13 months of the **transaction** being charged to **your account** this will always amount to undue delay on **your** part.
- d Once **you** tell **us** about the loss, theft or possible misuse of **your card**, **we** will cancel the **card** and **you** will not be liable for any further **transactions** unless **you** have acted fraudulently. If **you** then find **your card** **you** must not use it and **you** must return **your card** to **us** straight away (cut in half through the signature box and magnetic strip, and if **you** have a **CHIP card**, make sure the **CHIP** is cut in half).
- e **We** will not be liable to **you** if any **merchant** or machine refuses to let **you** pay or withdraw cash with **your card**.

5 Using and sharing your information

- a **We** are a data controller. **Your** information includes any information which **we** and **Tesco** holds, now or in the future and which comes from or relates to:
 - application forms or other dealings with **us** and **Tesco**;
 - other people such as credit reference agencies and parties associated with **you**;
 - **your** products and services from **us** and **Tesco**; and
 - **your transactions**, including the name of the supplier and the general nature of the goods and services **you** buy with **your card**. **You** may prefer to pay cash for **transactions** if **you** do not want **us** to have or use this information.
- b **Your** information will be held on a database and **we** and **Tesco** will use, analyse and assess **your** information to maintain and develop **our** relationships with **you**. This will include the following purposes:
 - considering any applications made by **you** and helping **us** make credit decisions about **you**;
 - running the services **we** and **Tesco** give **you**;
 - helping **your** relationships with **us** and **Tesco**;
 - financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention;
 - helping **us** and **our** Insurance Underwriters to make decisions on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for **you**, members of **your** household and others connected with **your** insurance proposals and claims;
 - helping **us** and **Tesco** to identify products and services which may interest **you** (unless **you** have asked **us** not to);

- helping **us** and **Tesco** to understand and develop **our** and their business including new and innovative products and services; and
- meeting **our** obligations under the credit **card** scheme **your card** is issued under.

We may link **your** information between **your account** and other products and services **you** have with **us** and **Tesco**. **We** may link **your** information with information about others with whom **you** have a financial link. **We** will not use the links for marketing purposes unless **you** agree.

- c As **our** business and **our** relationship with **you** develop, how **we** look at, record and use **your** information may change. In most cases these changes will result from enhancements in technology and, **we** think, will be in line with what **you** would expect. If **we** think the changes may not be obvious to **you**, **we** will tell **you**.

You can write to **us** to tell **us** that **you** don't want **us** to use **your** information in the new way but if **you** keep **your card** for at least 60 days after **we** tell **you** about a change, **you** agree to the change.

- d **We** won't give anyone other than **Tesco** **your** information except:
- if **we** have to for operational reasons given in this **agreement**;
 - if **you** agree;
 - if **we** must or can for legal reasons;
 - if **your card** or **PIN** is lost, stolen or might be misused;
 - to anyone, including insurers, who gives a service to **us** provided they agree to keep **your** information strictly confidential;
 - to anyone, including insurers and lenders, who gives **you** benefits or services to do with **your card**;
 - to credit reference agencies as set out below.
- e In order to provide the services **you** have requested or may request from time to time, it may be necessary for **your** information to be transferred to someone who provides a service to **us** in other countries. If **we** do this **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it.
- f **You** can ask for a copy of **your** personal records **we** hold by writing to **us** at Data Protection Officer, Tesco Clubcard Credit Card, Card Customer Services, PO Box 7520, Dublin 2. **We** may charge **you** a fee.
- You** are entitled to have only inaccurate information that **we** hold about **you** corrected or deleted.
- g **We** may share with any other member of Visa, or **our** agents, any information or details about **your account** at any time so that **we** can meet **our** obligations under this **agreement** to operate the **account** on **your** behalf.

Credit Reference and Fraud Prevention Agencies

- h **We** may make searches of **Tesco** records, credit reference and fraud prevention agencies from time to time to manage **your account** with **us**, to take decisions about the credit that **we** give **you**, including whether to give or continue to give credit to **you**. The searches will not be seen or used by lenders to check if **you** are able to get credit. Where a request from **you** for credit is turned down because of the results **we** get when **we** check with a credit reference agency, **we** will let **you** know.
- i Where **you** borrow or may borrow from **us**, **we** may give details of **your account** and how **you** manage it to credit reference agencies. If **you** borrow and do not repay in full and on time, **we** may tell credit reference agencies who will record **your** outstanding debt.
- j If false or incorrect information is provided and fraud is identified or suspected by **us** or if **we** think there is a fraud, details of this may be passed by **us** to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for

example when:

- checking applications for, and managing credit or other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

- k **You** have the right of access to **your** personal records held by credit reference and fraud prevention agencies. If **you** ask, **we** will tell **you** the names and addresses of the agencies **we** use.

- l If **you** need to write to **us** **our** address is:

Tesco Clubcard Credit Card, Card Customer Services, PO Box 7520, Dublin 2.

6. Giving out information

You agree that **we** can give any person that **we** think fit any relevant information:

- in connection with the loss, theft or possible misuse of **your card** or the **PIN**; or
- so **we** can meet **our** obligations as a member of the Visa **card** scheme the **card** is issued under.

7. Recovering all amounts due

- a Depending upon the relevant legal position and any legal rights that **you** may have, **we** may recover all amounts due under this **agreement** straight away when **you** are declared bankrupt, die or break any of these **conditions**.
- b **We** may charge **your account** with any costs or expenses **we** are charged with while enforcing this right to recover payment straight away.

8. Ending the agreement

- a The **agreement** will continue until it is ended by either **you** or **us**. **We** may end the **agreement** straight away if **you** become bankrupt; if **you** enter into a voluntary arrangement with **your** creditors; if **you** are no longer, in **our** opinion, able to manage **your** financial affairs; if **you** die; if **you** seriously, or repeatedly, break these **conditions**; if **you** break any other **agreement** with **us**; if **we** must do so because of any law; if **you** use **your account** for any illegal or other improper purposes; or if for any reason this **agreement** cannot be enforced or is not valid.
- b Unless **we** are allowed by law to give **you** shorter notice, **we** may also close **your account** for any other reason by telling **you** in writing at least two months in **advance**.
- c **We** may tell **you** about **your account** being closed by publishing a notice in a national daily newspaper, by telling **you** in writing or through **our** website or in any other way required or allowed by law.
- d **You** may end the **agreement** at any time by telling **us** in writing that **you** want to end the **agreement**.
- e If **you** end the **agreement** **you** must return all **cards** (cut in half through the signature box and magnetic strip, and if **you** have a **CHIP card**, with the **CHIP** cut in half) and repay all the amounts **you** owe under the **agreement**.
- f When the **agreement** ends **we** will continue to apply interest and charges to the amounts that **you** owe until **you** have paid everything **you** owe under the **agreement**.
- g If **we** end the **agreement**, **we** may give information about **you** and **your account** to credit reference agencies.

9. Changes to the agreement

- a These **conditions** apply to **your account** unless and until they are changed by **us** in the way allowed by this condition.
- b **We** may change the terms of this **agreement** at any time to reflect changes in:
- market **conditions**;
 - good banking practice; and
 - relevant laws.
- c Unless **we** are allowed by law to give **you** shorter notice, **we** will tell **you** at least two months in **advance** of any change to these **conditions**. **You** have the right to end the **agreement** during this two month period so long as **you** pay all amounts

owing on the **card account**, including all charges and interest, and **you** return all **cards** issued on **your account**. **You** are taken to have agreed to the changed terms if **you** use **your card** after this two month period ends or if **you** do not tell **us** that **you** do not agree to the changes before the date that the changes happen.

- d **We** may tell **you** of any change to these **conditions** by publishing a notice of the change in a national daily newspaper, by telling **you** in writing or through **our** website or by any other way required or allowed by law.
- e If **we** have made a major change or a lot of minor changes in any one year, **we** will give **you** a copy of the new Terms and **Conditions** or a summary of the changes.

10. Transferring debts

We may transfer, assign or securitise all or any of **our** rights under this **agreement** and/or all or part of the debt owed by **you** under this **agreement** to any person or entity without telling **you**. **You** agree that **we** can share any financial or other information about **you**, the **additional cardholder** and/or this **agreement** with the person or entity that the rights and/or debt are transferred to.

11. Questions, disputes and complaints

- a **You** should check carefully all **statements** and any other **account** information that **we** send **you** or that **you** access online and report any **transactions** **you** did not authorise, mistakes in **transactions** or missing **transactions** to **us** straight away. If **you** have a question about a **transaction** on **your account** please contact **us** straight away.

Our contact details are set out in the 'Contacting **us**' section. If there has been undue delay on **your** part in contacting **us** **we** may not be able to compensate **you** for any loss **you** may have suffered. **We** will normally consider that there has been undue delay on **your** part if **you** do not contact **us** within 30 days of **you** receiving the **statement** that sets out the **transaction** that has given rise to the problem or, where the problem is a missing **transaction**, within 30 days of receiving the **statement** that should contain the **transaction**.

- b If **you** want to make a complaint **you** may do so by writing to **us** using the details in the 'Contacting **us**' section. If **you** are still not satisfied and **you** come within the power of the Financial Services Ombudsman, **you** have the right to take **your** complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Further details of **our** complaints procedures may be obtained by contacting **us**.

12. General

- a **We** are not liable to **you** if **we** cannot provide any part of **our** service for a reason beyond **our** control (for example, a strike or if power supplies or equipment fail). If **we** cannot produce or send **statements** to **you** for any reason beyond **our** control, or **you** do not receive any **statement**, **your** responsibilities under the **agreement** will continue.
- b **You** can obtain a copy of these **conditions** and all other documents that make up the **agreement** from **us** by contacting **us** using the details set out in the 'Contacting **us**' section.
- c If **your** name or address changes **you** must tell **us** in writing.
- d If **we** do not enforce any condition of this **agreement**, or **we** delay in enforcing the condition, this will not prevent **us** from enforcing the condition at a later date.
- e **We** will communicate with **you** in English unless **we** agree otherwise.
- f The **card** is available to people who live in the Republic of Ireland.
- g For **your** security, **we** may record and/or monitor phone calls between **you**, **us** and any **additional cardholder** for **your**

protection and to make sure **we** are providing a high-quality service and following **your** instructions correctly.

- h **We** may, at any time, share with any other member of Visa or **our** agents any data or details relating to **your account** so that **we** can meet **our** obligations under this **agreement** to operate the **account** on **your** behalf.
- i No provision of this **agreement** shall affect or be taken to affect any legal rights **you** have under the consumer credit law that applies in this situation.
If there is any conflict between this **agreement** and **your** legal rights, **your** legal rights will prevail over this **agreement**.
- j All charges must be approved by the Central Bank of Ireland and charges can only be increased with the Central Bank of Ireland's approval.
- k If **you** have selected to **purchase** the optional Tesco Bank Payment Protection Insurance, **we** act as **your** agent in relation to this insurance product. As an agent, **we** hold an appointment from **you**, **we** pass on orders on **your** behalf to the insurer and from time to time, **we** may change insurer on **your** behalf.
- l If, at any time, any provision of the **agreement** is or becomes invalid, illegal or unenforceable in any respect, this will not affect or impair, in any way, the validity, legality and enforceability of the remaining provisions of the **agreement**.

13. Payment Protection Insurance

- a If **you** have selected to **purchase** the optional Tesco Bank Payment Protection Insurance (PPI), **we** will add the monthly insurance premium (payment) to **your account**. **We** will treat this insurance premium as a **purchase transaction**. This means that where interest is due, **you** will pay interest on the insurance premium and this interest will be charged at the interest rate that applies to **purchases** made by **you**. **We** transfer **your** premium to **your** insurer.
- b Where **you** make a valid claim on **your** PPI, **your** insurer will pay the compensation directly to **us**. **We** will use the payment to clear all or as much as possible of **your** debt under this **agreement**.

14. Contacting us

- a At the date of issue of these **conditions** **our** contact details are as set out below. These may change from time to time and up-to-date details can be found on **your statements**.

Our address is:

Tesco Clubcard Credit Card, Card Customer Services, PO Box 7520, Dublin 2.

For lost, stolen or misused **cards** telephone **us**, 24 hours a day, at: 1800 555 743 if calling from within the Republic of Ireland, otherwise call **us** on +44 1268 50 80 27.

Contacting you

- b Depending upon the position under any applicable law **we** may contact **you** by post, fax, phone, online, email or in person.

15. Governing Law & Jurisdiction

- a The **agreement** is governed by the laws of Ireland and both **you** and **we** hereby submit to the exclusive jurisdiction of the Irish Courts.

16. Tariff of Charges

If **you** cannot pay a cheque or direct debit €4.44

If **you** go over **your credit limit** €6.35

If **you** make a late payment €6.35

If **you** carry out a **transaction** in a **foreign currency** 1.75% Government Tax (Charged annually in April or on the closure of **your account**) €30

YOUR RIGHT TO WITHDRAW FROM THIS AGREEMENT

You have a right to withdraw from (pull out of) this **agreement** once it is made. **You** have 14 calendar days beginning on the day **you** enter the **agreement** or on the day **you** receive a copy of the **agreement**, whichever is the later, to use this right to withdraw from the **agreement**. **You** can withdraw from this **agreement** by either writing to Tesco Credit Card, Credit Card Centre, PO Box 7520, Dublin 2 or by telephoning the Credit Card Centre on 1800 555 743

If **you** withdraw from this **agreement**, **you** will still have to repay any money that **we** lent to **you** and interest on that money. The interest is charged until the date that **you** repay the money that **we** lent to **you**. **We** also have the right to ask **you** to pay the €30 Government Tax charged to **your account** if **you** use **your card** during these 14 days. If **you** repay all of the money lent to **you** and interest within 30 days after **you** withdraw from the **agreement** **you** will not have to pay any other charges.

Important Information about Tesco Clubcard Credit Cards

PLEASE READ

Before you apply, it's important you think about whether a Tesco Clubcard Credit Card is the right option for you. To help you do this, you should read the **Standard European Consumer Credit Information ("SECCI")**, which sets out the indicative terms on which we are willing to offer you a Tesco Clubcard Credit Card, and you should think about these questions:

• STEP ONE: Is a credit card the right type of finance for me?

Think about the type of finance you need. A credit card isn't suitable if you need:

- long-term borrowing;
- ways to finance your mortgage debt;
- fixed interest;
- a fixed repayment plan; **OR**
- a way to help you get out of financial difficulties.

• STEP TWO: Do I know how credit cards work?

Make sure you understand how our credit card works so there are no nasty surprises. Remember:

- we charge different interest rates for different types of transactions, for example, cash advances cost more than purchases
- some transactions attract fees – if you do a cash advance or a transaction in a foreign currency you will have to pay fees on top, plus interest if applicable
- interest rates are variable and may go up as well as down. If they go up, you will have to pay more each month. You can close your account if this happens but you will have to pay off your outstanding balance first
- if you have made 0% or low-rate balance transfers to the card and then use your card to make a purchase, or already have a purchase balance, you will pay interest on your balance due to the way we allocate payments. However, if you avail of a 0% purchase offer you will not pay interest on those purchases during the offer period
- if you only pay the minimum monthly repayment it will cost you significantly more overall and will take you a long time to clear your balance
- when you make a payment to your account, we use it to reduce your balance in a specific order as explained in Section 2 of your SECCI
- if you spend over your credit limit then we will charge you an over limit fee and you will be asked to pay back all amounts over the limit in your next statement. If the balance of your account is at, or is close to, your credit limit then when we

apply interest to your account this could make you go over limit and result in you being charged an over limit fee. If this continues to happen then you will end up regularly paying this fee

- if you use your card to make a purchase and the following happens:
 - the goods fail to arrive;
 - the goods are not of a satisfactory quality;
 - you made the purchase based on incorrect information; or
 - the supplier fails to deliver their side of the bargain with you.

The law provides you with certain protections. An example of where we would help is: you buy a new TV and pay for it in full with your card, the TV supplier goes insolvent and fails to deliver your TV.

• STEP THREE: Can you afford it?

The cost of a Tesco Clubcard Credit Card is explained in Sections 2 and 3 of your SECCI. This tells you:

- how we calculate your minimum monthly payments;
- the interest rates which apply, and
- our fees and charges including what we will charge if you miss a payment or are late in making payment.

Think about your current monthly out-goings and in particular your existing financial commitments such as: your mortgage, other credit cards; or personal loans. Can you afford to maintain these if you take out a Tesco Clubcard Credit Card? Will you be able to clear the balance on your Tesco Clubcard Credit Card every month? As a very minimum, can you afford to make the minimum monthly repayments?

• STEP FOUR: Is a Tesco Clubcard Credit Card right for me?

On the basis of the information you have supplied to us in the application form, we have set out the indicative terms on which we are willing to provide you with a Tesco Clubcard Credit Card in the SECCI. You should review the SECCI and in particular, the applicable credit limit, interest rate and charges and assess if a Tesco Clubcard Credit Card meets your needs and financial situation. If, for any reason, you do not understand the SECCI or any of the features of the Tesco Clubcard Credit Card, please contact us (see our phone number below).

Missing payments could have severe consequences for your finances. For example, it is very likely to make obtaining credit more difficult in the future as we are likely to report non-payment to the credit reference agencies and this will adversely affect your credit rating (which

most mainstream lenders consult when assessing any borrowing application). If you fall behind on your payments then we may have no choice but to take legal action against you to get the money back. This could result in a court making an order against you. If you live in Ireland this could include the court making an order for the sale of your home. We may look to the proceeds of sale for payment of money owed by you to us.

• STEP FIVE: Other sources of information

We are happy to answer any further questions you may have about Tesco Clubcard Credit Cards. Please contact us on 1800 555 743.

If you would like detailed advice on whether to proceed with the application or would like to talk to someone independent then contact **your local citizen's information centre**.

It's really important you take time to read the SECCI. It gives you a summary of the key features of the Tesco Clubcard Credit Card.

The SECCI makes it easy for you to compare the Tesco Clubcard Credit Card against other cards.

YOUR RIGHT TO WITHDRAW FROM THIS AGREEMENT

You have a right to withdraw from (pull out of) this **agreement** once it is made. **You** have 14 calendar days beginning on the day **you** enter the **agreement** or on the day **you** receive a copy of the **agreement**, whichever is the later, to use this right to withdraw from the **agreement**. **You** can withdraw from this **agreement** by either writing to Tesco Credit Card, Credit Card Centre, PO Box 7520, Dublin 2 or by telephoning the Credit Card Centre on 1800 555 743. If **you** withdraw from this **agreement**, **you** will still have to repay any money that **we** lent to **you** and interest on that money. The interest is charged until the date that **you** repay the money that **we** lent to **you**. **We** also have the right to ask **you** to pay the €30 Government Tax charged to **your account** if **you** use **your card** during these 14 days. If **you** repay all of the money lent to **you** and interest within 30 days after **you** withdraw from the **agreement** **you** will not have to pay any other charges.

Standard European Consumer Credit Information

1. Identity and contact details of the creditor	
Creditor:	Tesco Personal Finance plc (trading as Tesco Bank)
Address:	Tesco Personal Finance plc (trading as Tesco Bank), PO Box 7520, Dublin 2
Telephone number:	1800 555 743
Web address:	www.tesco.ie/finance

2. Description of the main features of the credit product	
The type of credit:	Credit card
The total amount of credit: <i>This means the ceiling or the total sums made available under the credit agreement.</i>	€1,500 The above figure is a representative figure and may not be your actual credit limit.
The conditions governing the drawdown: <i>This means how and when you will obtain the money.</i>	Once your account has been opened: <ul style="list-style-type: none"> • you can apply to transfer a balance within 95% of your credit limit straight away; • a card will be issued to you; and • once your card is activated, you can use it to pay for goods and services purchased from merchants or to withdraw cash within the agreed credit limit which will be advised to you with your card.
The duration of the credit agreement:	The agreement is not for a fixed or minimum amount of time. The account will remain open until you or we decide to close it, in accordance with the terms of the Conditions.
Installments and, where appropriate, the order in which installments will be allocated:	You will have to pay the following: Each month the minimum payment you must make will be: <ul style="list-style-type: none"> • 3% of the new balance shown on your statement or €5, whichever is more; or • if the new balance is less than €5, you must pay the full new balance. You can pay more than your minimum payment and can make payments to your account at any time. When you pay us we use it to pay off those items which attract the highest interest rates first and then Government tax. If there is more than one item at the same rate we pay off the item at the rate which ends first (for example if you have 0% on purchases for 8 months and 0% on balance transfers for 6 months, we'll pay off your balance transfer first). Unless amounts are overdue, we always use your payments to pay off items which have appeared on a statement you have received before paying off items which haven't yet appeared on your statement. If amounts are overdue on your account (known as your account being in arrears), we will pay off the amounts that are overdue (starting with the oldest) before we put it towards the amount due from your most recent statement.
The total amount you will have to pay: <i>This means the amount of borrowed capital plus interest and possible costs related to your credit.</i>	€1,643.80 is what you might pay in year 1 if this happens: <ul style="list-style-type: none"> • Your credit limit is €1,500; • On opening the account you make one purchase with your card to the value of €1,470 plus Government Stamp Duty charge of €30.00; • interest is charged at the standard rate for purchases; • you repay the €1,500 purchase amount in 12 equal monthly payments of €125, each made on time; and • during the year you don't carry out any more transactions and your interest rates don't change. Remember this is just an example and the total amount you might have to pay could vary.

3. Costs of the credit		
The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement.	<i>Transaction Type:</i> Purchases for the first 8 months from account opening Balance transfers debited to your account in the first 6 months from account opening Purchases after the end of the introductory period Balance transfers debited to the account after the end of the introductory period Advances	<i>Annual Rate</i> 0% (fixed) 0% (fixed) 14.9% (variable) 14.9% (variable) 16.7% (variable)
Annual Percentage Rate of Charge (APR): <i>This is the total cost expressed as an annual percentage of the total amount of credit.</i> <i>The APR is there to help you compare different offers.</i>	19.1% APR (variable). This is a representative rate. To calculate this we have used the same assumptions as the ones used to work out the total cost for your credit. These are: <ul style="list-style-type: none"> • your credit limit is €1,500; • on opening your account you make one purchase with your card with a value of €1,470; • interest is charged at the standard rate for purchases; • you repay this with interest and any fees by 12 equal monthly repayments which are paid on time; and • during the year you don't carry out any other transactions and your interest rates don't change. 	

Is it compulsory, in order to obtain the credit or to obtain it on terms and conditions marketed, to take out: an insurance policy securing the credit, or another ancillary service contract <i>If the costs of these services are not known by the creditor, they are not included in the APR.</i>	NO NO
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Related costs:	
Amount of costs deriving from the credit agreement	<p>Our charges are:</p> <ul style="list-style-type: none"> • For each advance (except gambling transactions): <ul style="list-style-type: none"> (a) 1.5% of the amount of the advance; or (b) €1.90; whichever is more. • Government Tax (charged annually in April or on the closure of your account): €30. • €4.44 if you cannot pay a cheque or direct debit. • If you go over your credit limit: €6.35.
Amount of costs for using a specific means of payment	<ul style="list-style-type: none"> • For transactions in foreign currencies, we will charge you 1.75% of the value of every transaction.
Conditions under which the above mentioned costs, related to the credit agreement, can be changed:	<p>We may change the costs mentioned above as set out in the credit agreement from time to time.</p> <p>Unless we are permitted by law to give you shorter notice, we will give you at least two months' notice in advance of any alteration to these conditions. We will notify you of any alteration to these conditions by publishing a notice of the change in a national daily newspaper or by notice in writing or through our website or by means of another durable medium or by any other means permitted by law.</p>
<p>Costs in the case of late payments:</p> <p><i>Missing payments could have severe consequences for you and make obtaining credit more difficult.</i></p>	<p>You will be charged:</p> <p>(a) the applicable interest rate as detailed above, which can be varied from time to time at our absolute discretion; and</p> <p>(b) €6.35 for late payments.</p> <p>We may charge your account with any costs or expenses we run up enforcing our right to recover immediate payment. Interest on these fees will be calculated from the 29th day after you are sent a Notice of Default Sums until repayment. The interest is calculated on a simple basis and will be charged at the same rate as your purchases. IMPORTANT! Please remember missing payments has serious consequences and could result in us taking legal action against you and affect your ability to get credit (e.g. a credit card or a mortgage) in the future.</p>

4. Other important legal aspects	
<p>Right of withdrawal:</p> <p><i>You have the right to withdraw from the credit agreement within a period of 14 calendar days.</i></p>	YES
<p>Early repayment:</p> <p><i>You have the right to repay the credit early at any time in full or partially.</i></p>	You can make payments to your account at any time. You have the right to repay your card at any time by repaying the outstanding balance on the card and all outstanding card transactions, fees and charges.
<p>Consultation of a database:</p> <p><i>The creditor must inform you, immediately and without charge, of the result of a consultation of a database, if a credit application is rejected on the basis of such a consultation. This does not apply if the provision of such information is prohibited by European Community law or is contrary to objectives of public policy or public security.</i></p>	We will inform you, straight away and without charge, of the result of a database consultation with a credit reference agency if your credit application is rejected on the basis of such a consultation.
<p>Right to a draft credit agreement:</p> <p><i>You have the right, upon request, to obtain a copy of the draft credit agreement free of charge. This provision does not apply if the creditor is, at the time of the request, unwilling to proceed to the conclusion of the credit agreement with you.</i></p>	You have the right, upon request, to a copy of the draft credit agreement free of charge.

5. Additional information in the case of distance marketing of financial services	
Registration:	Tesco Personal Finance plc (trading as Tesco Bank) is authorised by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.
The supervisory authority:	Tesco Personal Finance plc (trading as Tesco Bank) is authorised by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.
(b) Concerning the credit agreement. Exercise of the right of withdrawal:	You have a right to withdraw from this agreement once it is made. The period in which you can exercise that right of withdrawal is 14 calendar days beginning on the day the agreement is concluded or when you receive a copy of it, whichever is the later. You can either withdraw from this agreement by writing to: Tesco Credit Card, Credit Card Centre, PO Box 7520, Dublin 2 or by telephoning the Credit Card Centre on 1800 555 743. If you withdraw from this agreement, you will still have to repay any money lent to you with interest to the date of repayment. We also reserve the right to recover the €30 Government Tax charged to your account in the event that you use your card within the 14 calendar day withdrawal period. But if you repay all of the money lent to you and interest within 30 days after withdrawal – you will not have to pay any other charges.

The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract:	Irish law will govern the establishment of relations with you before the conclusion of the credit agreement.
Clause stipulating the governing law applicable to the credit agreement and/or the competent court:	The agreement is governed by the laws of Ireland and both you and we hereby submit to the exclusive jurisdiction of the Irish Courts.
Language regime:	Information and contractual terms will be supplied in English. With your consent, we intend to communicate in English for the duration of the credit agreement.
(c) Concerning redress. Existence of and access to out-of-court complaint and redress mechanism:	If you wish to make a complaint, you can write to us directly using the contact details in the 'Contacting us' section. If you are still not satisfied and you come within the jurisdiction of the Financial Services Ombudsman, you are entitled to take your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.