

# Oxendales

## Credit Sale Agreement and Moneylending Agreement

Please read the Credit Agreement carefully. It is a legal requirement under the Consumer Credit Act 1995.

Oxendale & Co. Limited ("Oxendales", "we" and "us") agree to provide you the customer with a running Credit Account for purchase of any goods offered in any of our catalogues, leaflets, websites, or advertisements.

### The Customer

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

### TERMS OF PAYMENT HOW YOUR ACCOUNT WORKS

1. The cost of your purchases may be spread over 48 weeks with interest charged to your account.
2. The standard borrowing rate will apply to any outstanding balance and purchases made unless any promotional interest rate applies.
3. A statement will be sent to you shortly after your credit account is opened and afterwards every 28 days which will set out the cash price of the goods acquired. The cash price of the goods acquired by you under the Credit Agreement and as set out in your statement will reflect the cash price as set out in the edition of the Oxendales catalogue circular or website (as appropriate) from which you order your goods. The amount you must pay will be 1/12th of the cash price of the goods purchased, and the interest payable on the opening balance shown on your statement. Such amounts will be due under the Credit Agreement when a statement is sent to you. This effectively allows you to spread the costs of any individual item into 12 instalments. However, you are free to pay off the balance due more quickly if you wish. Missing payments may have severe consequences and make obtaining credit more difficult.
4. If you purchased goods and/or services and you pay in full before the second statement after the day of purchase, no charge for credit will be debited to your account. If you do not pay in full by then a charge for credit at an annual rate of 36.4%, applied at a rate of 2.8% per 28 days charging period, ignoring any part payments you have made, will be charged on the outstanding balance brought forward from your previous statement and on the cash price of any goods and/or services purchased during the previous statement period calculated on a daily basis and accruing from the date of purchase. This equates to an annual percentage rate (APR) of 51.5% variable. This will be charged on the price of the goods or services, ignoring any part payments you have made. We will apply payments to your account in the following order: first, in payment of the balance of all credit charges, secondly, towards the purchase price of all goods and/or services shown on any previous statement and finally, towards

payment of the purchase price of all goods and/or services on the latest statement. We reserve the right to vary the above charge for credit percentage rate and APR at any time upon giving you 21 days' notice. Such notice may be given by way of notice in a separate circulate or by way of inclusion of same in statements and invoices issued by us and you will be deemed to have been given notice of any change circulated in this manner whether or not you receive the document in question. Your account will be debited with €1 for each payment you make to us via Billpay or Post Point.

5. Your initial credit limit under the agreement will be up to €1000. Assuming that you avail of €300 credit and repay in full over 48 weeks, the total amount repayable will be €355.80.
6. The amount of the credit limit subsequently will be set out in the statement to be provided every 28 days.
7. You may charge as many purchases as you like to your account up to your current credit limit. You must not exceed your credit limit.
8. We reserve the right to close the account and require payment of the whole balance if you fail to make any payments due under the Credit Agreement as they fall due. Interest will continue to be charged until payment has been made.
9. The goods acquired by you under the Credit Agreement shall have the description provided to them in the edition of the Oxendale catalogue, circular or website (as appropriate) from which you ordered the goods.
10. All transactions are entered into on the basis that these terms of payment, together with all orders, statements, invoices, advice notes and the current general terms and conditions (as set out in the most recent edition of the Oxendale catalogue and is published on [www.Oxendales.ie](http://www.Oxendales.ie) and updated from time to time) form a single agreement between the parties (collectively referred to as the "Credit Agreement").
11. We also reserve the right to alter the terms of the Credit Agreement at any time. Any such alteration may be caused by market conditions, changes in the cost of providing the service, changes in legal, taxation (including VAT) or any other requirements affecting us, promotional reasons, or any other good reason. Any such alteration may include changes to the interest rate or a reduction in your credit limit. Any such alteration will be notified to you in accordance with applicable law and regulation. Such a notification may be given to you by post, advertisement in the national press or by another means required by law. We will not increase your credit limit unless you request this, and we agree.
12. You may end the Credit Agreement at any time by giving us one month's notice in writing and payment in the full amount you owe us. Unless there are exceptional circumstances, we will give you at least two months' notice before we end the Credit Agreement.

13. If you get into difficulties with your repayments under the Credit Agreement help and advice may be available to you from the Money Advice & Budgeting Service (“MABS”) on 076 107 2000.
14. In the event that you wish to make a complaint you may do so by contacting Oxendales by telephone or in writing. If you are still not satisfied you are entitled to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

### **YOUR RIGHTS YOU SHOULD READ THIS CAREFULLY**

The Consumer Credit Act 1995 (the “Act”) and the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (the “Regulations”) cover your Credit Agreement and lay down certain requirements for your protection which must be satisfied. The Act and Regulations also give you a number of rights. You have the right to withdraw from the Credit Agreement without penalty, and without giving any reason, if you give written notice to this effect to us at the address below within a period of 14 days of the date of receipt by you of a copy of the Credit Agreement. You have a right to settle the Credit Agreement at any time before the final repayment date by paying off all amounts (which shall be the cost of all goods purchased and the accrued interest) owing under the Credit Agreement.

**WARNING: THIS IS HIGH-COST CREDIT**

Consider alternative options before applying for this credit, including alternatives from other lenders regulated by the Central Bank of Ireland.

This is a moneylending agreement and a credit agreement regulated by the Consumer Credit Act 1995

I acknowledge and agree to be bound by the above terms.

Signature of Customer: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Please notify us immediately if you change your address.

Signature on behalf of Oxendale & Co. Limited:

*Brenda O'Sullivan* B.O'Sullivan, Director

Registered in Ireland at: Woodford Business Park, Santry, Dublin 17. Registration No. 263438.  
Oxendale & Co. Limited, trading as Oxendales, Simply Be and Jacamo and is regulated by the Central Bank of Ireland.