

# **Important Customer Information**

Retailer Reference: 7710007003109801

Dear Mr Hoang Duy Tran

# Thank you for making your purchase at Currys PC World

You have been accepted for Your Plan which gives you a credit facility for this, and future purchases, up to your approved credit limit of £ 3500.00

Your Plan ID is: 1010554462

This summary page shows the cost of the initial draw down of credit. This is only a summary so please read all the documentation carefully.

Your Plan summary for your purchase today:

Cash Price £1146.00 Deposit £0.00 **Total Amount of Credit** £ 1146.00 Buy Now Pay Later Period 6 No. of Payments (months) 12 Monthly Payment £ 120.14 Total Amount Payable £ 1441.68 Purchase Interest Rate 24.90 % Plan Ends 07/08/2021

Standard Your Plan Purchases

Representative 24.9% APR Rate of Interest 24.9%

The Buy Now Pay Later period for your APPLE MBP TB 13 128 SG is due to end on 07/08/2020

Interest will not be payable on any payment made before this date, even if the payments do not clear the amount shown in full. If you pay £ 1146.00 by this date you won't be charged any interest. If you do not make **any** payment to clear or reduce the credit amount due, you will have to make monthly repayments of £120.14 starting on 07/09/2020. Any balance left to pay after this date will incur interest from the date of your purchase at the rate specified in your credit agreement.

PLEASE NOTE this is not a suitable alternative to any documents legally required to be given to you as a condition or part of your agreement.

Within this pack are your Statutory Important Information and Pre-Contract Credit Information documents.

Stay on top of Your Plan whenever you want by signing up to your personal account at **www.YourPlan.online**. You can see the latest information for you to stay in control, make changes to suit your needs and explore options to set up a new plan when you want to buy again.

If you provided us with an email address you will be automatically opted in to receive online statements for your 'Your Plan' account. You'll receive a monthly notification via email when your statement is ready. This will contain a link to log on to your online account to view your statement.

Logon to www.yourplan.online to view your account today.

Your Plan is powered by:



DXNYPDARPWL/1119



# **CREDIT AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974**

for running account credit to pay for goods and services

The creditor ("we, us our") Creation Consumer Finance Limited of 4th – 6th floor Wellington Buildings, 2-4 Wellington Street, Belfast, BT1 6HT. The customer ("you, your") Customer Name: Mr Hoang Duy Tran

Customer Address: Flat 21, Fox House, Maysoule Road, London, SW11 2BX

Retailer Name: DSG Retail Limited Retailer Address: 1 Portal Way, Acton, London W3 6RS

The Retailer is the credit intermediary who introduced you to us.

#### **Credit limit**

When you enter into this agreement we will tell you what your credit limit is based on our assessment of your financial circumstances. We may change your limit from time to time depending on our assessment of your account and financial circumstances, but you can tell us if you do not want us to ever increase it. We will never increase the limit if we are concerned this could lead to financial difficulties for you. We will write to you and tell you what your new limit is and, if it has been increased, we will allow 30 days' notice before it takes effect unless you requested the increase. If you want to reduce your limit, or not to increase it when we tell you we are going to, you can tell us to do so.

The minimum first amount of credit you can use for a purchase is £ 99.00 . Thereafter it is £ 99.00 and we may refuse to allow you to draw credit if the balance available at the time is less than this amount.

### **Duration of agreement**

The agreement has no fixed duration and will continue until it is ended by you or us (see clause 6). You may end the agreement by giving us written notice and repaying what you owe.

# The provision of credit

We will provide credit each time you use this agreement to make payment for any goods and services you buy from retailers we deal with after taking into account any deposit the retailer requires you to pay.

#### **Transactions**

Each time credit is used it will be treated as one or either of the following transactions. One or more of these transactions will be available, depending on the goods and services you are buying. We will tell you which it is the period over which it must be repaid ("transaction period") and the monthly repayment which will apply.

- Interest bearing transaction: a transaction on which interest is payable at the rate specified in the Interest section below, as may be varied
  from time to time see clause 5. From time to time we may offer credit on specific goods at promotional rates which we will tell you about
  at the time.
- Interest free transaction: a transaction on which no interest is payable.
- Buy now pay later transaction: a transaction on which repayments are deferred for a specified period which we will tell you ("Buy Now Pay Later period").

# Interest

Interest which will be charged on the balance outstanding from time to time on all transactions, and on any overdue interest, at the rate of 24.9% per month or part thereof equivalent to 24.9% per annum save that:

- no interest will be payable on Interest free transactions; and
- Interest will not be payable on any payment made during the Buy Now Pay Later period for any Buy Now Pay Later transaction. If you repay in full the sum detailed in the Buy Now Pay Later transaction as being payable before the end of the Buy Now Pay Later period no interest will be payable. If you do not repay it in full before the end of the Buy Now Pay Later period, interest at the rate shown above will be payable from the date that transaction was made on any amount not paid off by you.

We may vary the interest rate at our discretion but only change it for transactions entered into after the change has been brought into effect. We will tell you before we vary it.

# Illustrative example of total amount payable and APR

The total amount payable and the APR are calculated on the following assumptions: that you immediately draw down credit of £1,200 to make an initial interest bearing transaction; that you repay that transaction over a period of one year starting from the date of that initial drawdown in equal monthly repayments, starting one month after the date of that initial drawdown; that the final repayment repays the balance of capital and interest, that interest for that drawdown is applied as provided for in the agreement; that the rate of interest remains at its initial level; that you and we both fulfil our obligations in accordance with, and by the dates specified in, the agreement.

Total amount payable £1,350.72

**APR**24.9 %

### Repayments

Each time you make a transaction we will agree with you the term over which the transaction is to be repaid and any Buy Now Pay Later period which applies and calculate the interest that would be payable on that transaction, assuming you keep to the terms of this agreement and do not make any over-payments, so that the transaction will be repaid by the end of the transaction period. We will add that interest to the amount of credit provided for that transaction and divide the total into an equal number of repayments. Each month you must repay this total of all the repayments due for all transactions then outstanding

# Allocation of repayments

Unless we agree otherwise at the time, any payment you make which is less than the sum that is then due will be applied in the following order:

- any arrears, including any default sums with sums paid being applied to higher interest bearing transactions (which are, at that time, making interest payments) before lower;
- interest on any buy now pay later transaction which has become payable;
- interest on interest bearing transactions;

repayment of capital on buy now pay later transactions;

repayment of capital on interest bearing transactions;

repayment of capital on interest free transactions:

Any payment you make which is more than the total repayments then required for all outstanding transactions will, unless you specifically instruct us otherwise, be applied to the transaction which has the highest interest rate. Where you have outstanding transactions with the same interest rate, we will apply the payment to the oldest transaction first.

DXNYPAGR/DARP/1119

1010554462

#### Charges

You will have to pay any costs that we reasonably incur in enforcing the agreement. Other charges may be payable and we may add to or vary our charges, (see clause 7).

vou have the right to know how we use your personal information. Please read the 'use of your information' notice (clause 12) before you sign the agreement.

Please read the terms, statement of statutory rights and information which are set out in this document and make sure you understand the agreement before you sign it.

Customers Signature: Signed by:

Electronically signed by: Hoang Duy Tran 07-02-2020

Date of signature:

Signed for and on behalf of Creation Consumer Finance

Signed by: ( The Thirteen

Date of Agreement: 07/02/2020

#### Use of Information:

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at www.cifas.org.uk or ask us for a copy.

In order to process your application we supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial situation and financial history. We do this to assess affordability, creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent fraud and criminal activity. We may also search the files of the Land Registry. We will continue to exchange information about you with CRAs while you have a relationship with us, including about your settled accounts and any debts not fully repaid on time. CRA's will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates. The CRAs will place a search footprint on your credit file when we make a search and this may be seen by other

The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at www.experian.co.uk, www.callcredit.co.uk, www.equifax.co.uk or ask us for a copy.

# CREATION .co.uk

## Instruction to your Bank or Building Society to Pay by Direct Debit

Creation Consumer Finance Limited, 4th - 6th floor Wellington Buildings, 2-4 Wellington Street, Belfast, BT1 6HT

Name(s) of account holder(s)

Mr Hoang Duy Tran

Bank/building society account number

30017114

Branch sort code

601928

Service user number

8 9 6 1 8

Reference

1010554462

Instruction to your bank or building society

Please pay Creation Consumer Finance Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Creation Consumer Finance and, if so, details will be passed electronically to my bank/building society

By signing the agreement, I agree to make payments by Direct Debit from the bank account shown in this mandate and confirm that I am authorised

Banks and building societies may not accept Direct Debit Instructions for some types of account.

DXNYPAGR/DARP/1119

### **Terms and Conditions**

#### 1. Account

- 1.1 We will open an account in your name ("Account") for the purpose of recording transactions made under this agreement. You can use this agreement to obtain goods and services from the retailers we deal with on credit.
- 1.2 For the purposes of reporting to you, each transaction you make will be recorded separately within the Account.
- 1.3 We will debit the Account with the amount of credit we provide in respect of each transaction, any interest we apply to each transaction and any other charges payable in connection with your use of this agreement, including any default charges.
- 1.4 Any refunds we receive which relate to a particular transaction will be applied to the part of your Account which relates to that transaction.

#### 2. Credit Limit

- 2.1 The debit balance outstanding on your Account must not exceed the credit limit. You must not make any further transactions if this would cause the credit limit to be exceeded and must repay any excess above the limit immediately.
- 2.2 Each time you make a repayment on any transaction it will increase the amount of credit available within the credit limit for further transactions.
- 2.3 If we reduce the credit limit then you will not enter into any further transactions until the balance under the Account has fallen below the new limit.
- 2.4 If you have failed to make a payment when it is due we may refuse to let you make any further transactions until the Account is brought up to date.

## 3. Repayment

- 3.1 Each month on a date which we in our discretion will decide, we will send you a statement. You agree that to the extent permissible by law we may send statements for you to view on-line and for which an electronic notification shall be sent to you each month by e-mail to the email address provided to us. Each statement will show:
  - · all of the transactions you have entered into;
  - the repayment which is due that month for each transaction:
  - · any additional charges added to the Account;
  - · the total which you have to repay for that month; and
  - the date on which repayment must be made.
- 3.2 If we have given you a payment date we may later amend this but we will give notice before doing so. If you wish to set a particular repayment date for all your transactions then you may ask us to do so which we may, at our reasonable discretion, agree to.
- 3.3 Punctual payment of the total amount shown in the statement is an essential term of this agreement. You will ensure that any payment made by you is honoured on first presentation.
- 3.4 You remain liable to pay all sums due under this agreement, whether or not you receive a statement.

# 4. Over and under payments

- You have the right, at any time, to pay early, either in full or in part, by making the payment you wish to make to us. You can make additional payments at any time without any charge. Providing your Account is up to date you can ask us to apply any overpayment, or part of an overpayment, to any transaction then outstanding in any order or proportion you choose. If you want to apply any payment to a particular transaction you must tell us how it is to be applied. You may apply any overpayment to reduce the remaining monthly payment on any transaction, or to reduce its remaining term, or any combination of the two. If you do not tell us to apply overpayments to any transaction then we will apply them in the following order: firstly to the transactions with the highest interest rate, then to the oldest transactions and then to the transactions then outstanding in the proportions the amount of credit for each bears to the total. Overpayments on interest bearing or buy now pay later transactions will reduce the amount of interest payable.
- 4.2 Providing you have previously made overpayments, you can then make underpayments on transactions then outstanding in any order or proportion you choose but you may only do so providing the underpayments will still allow each transaction to be repaid within its original transaction period.
- 4.3 If you wish to make underpayments you must, in any event, make a minimum monthly payment of £5.
- 4.4 If you make overpayments and do not later make underpayments then, unless you ask us to reduce the remaining repayments on any transaction, the transaction period for outstanding transactions will be reduced. Where you have chosen to allocate overpayments to any transaction any reduction in the transaction periods will reflect that allocation.

4.5 Any part of a buy now pay later transaction which should have been reduced by a payment which is delayed in any way will become interest bearing.

# 5. Variation of the agreement

- 5.1 We may change the terms of this agreement and will tell you about any changes we make. For example, we may make changes that are personal to you based on changes in your credit risk or general changes to take into account market conditions; changes in the costs of providing this service to you; changes or predicted changes in legal or other requirements affecting us; any system or product development.
- 5.2 Before we change the rate of interest, we will give you written notice of your new rate by putting a message in your monthly statement or by sending you a separate written notice by post or email.
- 5.3 We may introduce a charge for any service provided under or in connection with this agreement.
- 5.4 We will tell you about any change before we make it by advertising it in the press, or by putting a message in your monthly statement, or by sending you a separate written notice or email, or by making notice of the change available at an electronic address. We will give you reasonable prior notice of any change, using one of these means, unless it is a change which is to your advantage or a change to the interest rate in which case we will give you prior notice of that change.
- 5.5 If we make a change to the terms of this agreement which is to your disadvantage, other than a change to the interest rate, then you may, at any time during the period of 60 days starting from the date when we give you notice of the change, close your Account under this agreement by paying us the balance outstanding, without having to pay any extra interest or charges for doing so.

# 6. Closure of the Account and Repayment of the Balance

- 6.1 Either of us can end the agreement by giving written notice to the other. If we give you notice it will not expire before the end of the transaction period which is then the latest in time. Otherwise, unless there are exceptional circumstances, we will give you 30 days' notice before we end this agreement. You must make all payments due and this agreement will continue until all amounts you owe have been paid including amounts added to your account after the notice to end the agreement.
- 6.2 We may require you to repay immediately all amounts you owe us under this agreement if you break this agreement regularly or seriously, die or become bankrupt or are likely to become bankrupt, but we will follow any legal requirements before we do so.
- 6.3 Interest will continue to be charged on all outstanding balances on your account until payment or any judgment against you.
- 6.4 We may end the agreement if you have repaid all transactions and there has been no movement on your Account for at least 24 months.

# 7. Default and other charges

- 7.1 You will reimburse us in respect of any costs or expenses that we reasonably incur in enforcing the terms of this agreement following your default or an event described in clause 7.2. Where appropriate, such costs will be charged on the basis of our standard tariff of charges published by us from time to time and we will send a copy to you on request.
- 7.2 The following charges will also be payable:
  - £1.00 if we provide an additional copy of a monthly statement or a copy of this agreement at your request;
  - £30.00 each time a Direct Debit is not set up or a request is cancelled or returned or you fail to pay the monthly repayment in full when due;
  - (iii) £25.00 for each letter sent to you regarding arrears on your Account;
  - (iv) £100.00 for a pre-transfer letter;
  - (v) We may make an additional charge for any additional service that we may provide you. You shall be notified of the charge when you ask for the additional service.
- 7.3 Any charges which payable will be applied to your Account rather than to any transaction. We may vary or add to the charges or their amounts by notice to you in accordance with clause 5
- 7.4 If you have failed to pay us any amount you owe under this agreement, we may use any money we owe you (whether under or in relation to this agreement, or in any other way) to reduce or repay the amount you owe us. This is called a right of "set off" which we can use without telling you in advance.

7.5 If you fail to pay any default sum to us when it is due we shall debit that amount to your Account, and you will pay interest to us on that amount until you pay it, at a rate equal to the Interest Rate. Such interest shall not be charged on any default sum until the 29th day after we have given you notice that the default sum has become payable.

# 8. Suspension of your Account

If we suspect the agreement has been used fraudulently, or if you break this agreement regularly or seriously, we may suspend the operation of your Account, or restrict your right to make further drawings on it. We shall give notice of such suspension or restriction to you as soon as practical.

### 9. Inability to Perform our Obligations

We shall not be liable if we are unable to perform our obligations under these terms because of failure of any machine or data processing system or transmission link, or because of any industrial dispute, or due to any other cause outside our control or the control of our agents or subcontractors.

#### 10. Notices

- 10.1 If you change your address then as soon as reasonably practicable you must give written notice to us of your new address.
- 10.2 Notices or any other communications to us must be sent in writing to Creation Consumer Finance, Chadwick House, Blenheim Court, Solihull B91 2AA.
- 10.3 We may give notice to you by sending written notice to your address shown on the first page of this agreement or such other address as you have notified to us as being the address of your principal residence. You must let us know, in writing, within seven days about any change of your email or postal address. The notice that we give you may be with or within a statement.
- 10.4 Notice sent to you by post to your address will be treated as having been received by you on the third working day and that being sent by email will be treated as having been received by you on the second working day (being Monday to Saturday inclusive) following posting.
- 10.5 You agree that, to the extent permitted by law, we may communicate with you for the purposes of this agreement electronically using the email address provided to us. Any notice or demand we send to you by email will be assumed to have been properly delivered at the time of the completion of transmission by us if sent before 8.00pm or at 8.00am on the next day if sent later.
- 10.6 The change or variation will take effect on the date specified in the notice. If no date is specified, the change or variation will take effect seven days after the notice is treated as having been received by you (or 30 days where the change is to your disadvantage).
- 10.7 If we allow any time or indulgence, or if otherwise we do not insist on our strict rights, then this will not prevent us from insisting on our strict rights on another occasion. No variation of these terms will be binding on us unless it is in writing and signed on our behalf. If we make a variation on one occasion, it does not mean that we must agree to it on another occasion.
- 10.8 We may transfer our rights and duties under this agreement, including our duty to lend to you, to any person or company which is a bank or other financial institution. Such an assignment will not adversely alter your liabilities and will not reduce your rights under any guarantee that you may have. You may not assign your rights in this agreement to anyone.
- 10.9 We go out of our way to maintain high standards of service. However, if you ever have cause for complaint, please contact our Complaints Department at the address or telephone number on your statement. We will deal with your complaint promptly and a full investigation will be carried out. If you want to take the matter further. Finally, if after all our efforts your complaint isn't resolved you can approach the Financial Ombudsman Service.
- 10.10 This agreement will be governed by the law of the country where you are domiciled in the United Kingdom on the date of this agreement, being England, Wales, Scotland, Northern Ireland or Isle of Man. All communications will be in English
- 10.11 These terms do not affect or exclude any term implied by law unless they expressly say so. If any term in this agreement shall not be enforceable, it will not affect the enforceability of all other terms.

# 11. Use of personal information



### 12. Right to Withdraw

You have the right, under section 66A of the Consumer Credit Act 1974, to withdraw from this agreement, without giving any reason. This right will come to an end at the end of the period of 14 days beginning on the day after the day on which you receive a copy of the agreement, after it has been signed by you and on behalf of us. You can notify us of your intention to withdraw in writing or orally by contacting Customer Services at Creation Consumer Finance Limited, Chadwick House, Blenheim Court, Solihull B91 2AA or on 0371 376 9318. If you withdraw you must repay us the amount of any credit that we have provided plus daily interest from the date when the credit was provided until payment. You must pay us without delay and, in any event, no later than 30 days after giving notice of withdrawal. You can pay us by cheque, direct credit or bank transfer to Lloyds Bank PLC. Account name: CCF Operating Account, Sort code: 30-00-02, Account No.: 01324050. If you ask us, we will inform you, without delay, of the amount of interest payable per day. Withdrawing from this agreement does not affect your agreement with the retailer to buy the goods and services and you will still be responsible for paying for these.

Creation Consumer Finance, Chadwick House, Blenheim Court,

Solihull, West Midlands, B91 2AA, or call us on 0371 402 8905.

# 13. Missing Payments

Missing payments may result in further charges (see clause 7) and could make it more difficult for you to obtain credit. We will report non-payment to credit reference agencies. Legal proceedings may be issued against you and we may transfer the agreement to a debt collection agency.

# 14. Claims in respect of goods and services

If you use the agreement to pay for an item of goods and services which costs more than £100 and no more than £30,000, and you have a claim against the supplier for breach of contract or misinterpretation in relation to that item, you may have the right, under section 75 of the Consumer Credit Act 1974, to sue us as well as or instead of the supplier.

### 15. Financial Ombudsman Service

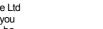
If you are not acting for business purposes, you will have the right to complain to the Financial Ombudsman Service. If you are acting for business purposes you may or may not have the right to complain to the Financial Ombudsman Service depending upon the rules as to eligibility which are made by the Financial Ombudsman Service and which are subject to approval by the Financial Conduct Authority

The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974.

# The Direct Debit Guarantee



- If there are any changes to the amount, date or frequency of your Direct Debit, Creation Consumer Finance Ltd
  will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you
  request Creation Consumer Finance Ltd to collect a payment, confirmation of the amount and date will be
  given you at the time of the request.
- If an error is made in the payment of your Direct Debit by Creation Consumer Finance Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
   If you receive a refund you are not entitled to, you must pay it back when Creation Consumer Finance Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



DIRECT Debit