

# Credit Card Agreement regulated by the Consumer Credit Act 1974

This Agreement is between us, NewDay Ltd, 7 Handyside Street, London, N1C 4DA,  
and you.

## Your credit intermediary

Laura Ashley Limited of 27 Bagleys Lane, Fulham, London SW6 2QA has acted as a credit intermediary for this Agreement.

## How can you use your account?

You can use your card to purchase goods, foreign currency or services and to withdraw cash from cash machines showing the payment scheme logo. If we tell you that you can, you can also transfer balances from other card accounts, transfer money into your bank account, make Buy Now Pay Later transactions and use your account to set up instalment plans.

You may be offered Instant Spend so you can make purchases as soon as we have opened your card account. We will let you know if and how you can do this.

Details of your card may be added to the wallet associated with the retailer account through which you applied for your card, even if that account is not in your name. This means your card details may be used by anyone who has access to this account. All transactions made using your card details by anyone who has been given the relevant login details will be treated as authorised by you.

## How much can you borrow?

Your credit limit is set by us when we open your account and we will tell you what it is when we send you your card. We may give you a temporary credit limit before this. The credit limit is the total amount you can borrow from us at any one time. We take into account a number of factors when deciding your credit limit.

We will keep your credit limit under review throughout the time we have this Agreement with you and we may change it from time to time and will let you know if we do. You can tell us if you do not want us to increase your credit limit or if you want us to decrease it. See **How can you control your credit limit?** and **Can we refuse to authorise a transaction, suspend your account or decrease your credit limit?**

Your balance must never be more than your credit limit. If it is, you must repay us the amount over your credit limit immediately. If we do allow you to go over your credit limit this does not mean we have waived the terms of this Agreement or that we will let you do it again. See **What could happen if you miss payments or go over your credit limit?**

We may set different limits for purchases, cash, balance transfers, money transfers or travel money and will let you know what these are. We may change these limits.

## How much do you have to pay each month?

You must pay at least your contractual minimum payment each month. See **What could happen if you miss payments or go over your credit limit?** You must also immediately pay any amount you owe over your credit limit and any contractual minimum payments you have already missed.

Your contractual minimum payment must reach your account by the payment due date shown in your statement. This will be about 25 days from your statement date. Payments will reduce your balance only when they reach your account. See your statement for information about how long you should allow for payments to reach your account.

### How is your contractual minimum payment calculated?

Your contractual minimum payment will be the higher of:

- A. £5 – or if you owe less than £5, the full amount you owe (e.g. if you owe £2 that will be the contractual minimum payment); or
- B. the sum of (i) interest, (ii) default fees and (iii) 1% of the full amount you owe, (including the interest and default fees) as shown on your monthly statement.

For example, if the amount you owe on the date of your statement is £1,000 (including £20 interest and £12 default fees), then the sum of interest, default fees and 1% of the full amount you owe would mean your contractual minimum payment would be £42 (£20 (interest), £12 (default fees) and £10 (1% of £1000)). This will be due on your next payment date. If you missed payments in the previous month of £30 (or went over your credit limit), the £30 missed payment (and/or the total amount above your credit limit) would be repayable immediately.

However, if we have moved all or part of your balance to a PayDown Plan at any time (see **What happens if you are not making sufficient payments?**) your contractual minimum payment will be:

- a. the amount that we calculate you need to pay so that you will pay off the balance you had at the time we set up your PayDown Plan within a reasonable period, for example, four years (your PayDown Plan payment); plus
- b. a proportion of any remaining balance owed (that is not in your PayDown Plan) calculated as the sum of (i) twice the amount of interest on that remaining balance and (ii) twice the amount of the default fees and transaction fees (other than balance transfer and money transfer fees) added to your account since your last statement date and (iii) a proportion of any balance transfer and money transfer fees split according to the number of months of the relevant promotional period (if there is no promotional period we will split the fees over 12 months).

If the sum of (a) and (b) is less than (c) or (d) below, your contractual minimum payment will be the higher of:

- c. the sum of (i) interest, (ii) default fees and (iii) 1% of the full amount you owe (including your PayDown Plan balance and interest and fees) as shown on your monthly statement; or
- d. £5 – or if the amount you owe (including your PayDown Plan balance) is less than £5, the full amount you owe (e.g. if you owe £2 that will be the contractual minimum payment).

### **How do we tell you how much to pay each month?**

Unless there has been no movement on your account, we will give you a statement each month and this will ask you to pay:

- your contractual minimum payment;
- your total monthly instalment payment (if any) (see **What other features does your account have?**); and
- your recommended extra payment (if any) (see **What happens if you are not making sufficient payments?**).

We will show each of these amounts both separately and in the total in your statement. Any unpaid contractual minimum payments are arrears and are due immediately, together with any overlimit amount.

You can always pay more than the contractual minimum payment, or pay off your entire balance, either with your monthly payment or at any other time. If you do pay more than the contractual minimum payment it will take you less time and it will cost you less to pay off your balance.

You must not pay into the account more than you owe us. If you do, and we suspect that this relates to fraud or money laundering, we may not allow you to use your account.

### **What happens if you are not making sufficient payments?**

As responsible lenders, our aim is to ensure that you are repaying your balance within a reasonable period whilst also allowing you the flexibility to spread your repayments and better manage your finances. If you only pay the contractual minimum payment (or close to it) every month, the balance on your account will take a longer time to pay off and this will cost you more.

#### **We might recommend an extra payment**

We will look at your account regularly and if we notice that over a reasonable period of time you have not made sufficient payments to help you pay your balance down, we may recommend you make an extra payment in addition to your contractual minimum payment. This is an amount that will help you pay down your balance more quickly than if you continued with your existing repayment pattern and help you reduce the amount you are paying for credit. We will let you know how much you should pay and this recommended extra payment will be shown in your statement each month.

If we suggest that you pay a recommended extra payment, the amount of this may vary each month and we will request payment depending on how you are paying off your balance, so we may not request it every month.

You can let us know if you would prefer not to pay the recommended extra payment (see **How you can contact us**), but we may contact you, or ask you to contact us, to discuss your account.

For example, if you have a purchase balance of £1,000 at 39.94% and you only pay the contractual minimum payment of interest, default fees and 1% of the full amount you owe each month (£38.40 in month 1), it could take you 20 years and 11 months to pay off your balance and you may pay £2,580 in interest. If you have the same balance but you make a recommended extra payment each month, which in month 1 could mean paying, for example, £71.00 (contractual of £38.40 and recommended extra payment of £32.60), you could only pay £640 interest and may pay down your balance in 6 years and 8 months.

This example shows what happens if you pay the full recommended extra payment each month until the balance is cleared.

#### **You can choose to make a boost payment**

You can let us know that you want to set up a Direct Debit or amend your Direct Debit to make a boost payment each month to help you pay off your balance more quickly. We will calculate this amount, which will be variable, every month and show the amount on your statement. You may also be able to make a boost payment by choosing this option when making a payment.

#### **We might put you on a PayDown Plan**

If you continue for a further period to make payments that are not sufficient to help you pay your balance down as explained above, as responsible lenders we may move all or part of your balance to a PayDown Plan. We may do this as an alternative to restricting or suspending the use of your card, or we may also stop the use of your card or reduce your credit limit.

When we set up a PayDown Plan, we will take your existing outstanding balance, estimate how much interest you will incur if you repay it over a reasonable period (for example, four years), and then increase your contractual minimum payment with the aim of repaying that balance in this reasonable period. In other words, we will change the way that we calculate the contractual minimum payment so that you have to pay more each month to ensure that you pay down your balance more quickly and reduce the amount you are paying for credit. If we allow you to continue to use your account after we have set up a PayDown Plan, we will also increase the contractual minimum payment you need to make in respect of any new balances (see **How is your contractual minimum payment calculated?**).

We will always tell you if we are going to put you on a PayDown Plan so that you know in advance that your monthly contractual minimum payments are going to increase. If you cannot pay the increased amount you should contact us to discuss alternatives.

### **What could happen if you miss payments or go over your credit limit?**

If you do not make your contractual minimum payment or if you go over your credit limit, we will charge a default fee (see **Are there any other fees?**).

Missing payments could make it more difficult to obtain credit. We may sell your debt and the purchaser may take legal action (which could include getting a court order giving them the right to payment out of the sale proceeds of your home or other property) or bankruptcy proceedings to recover any debt owed under this agreement. If you are having difficulty making your payments, or you think you will in the future, please contact us as soon as possible.

If you do not make your contractual minimum payment or if you go over your credit limit, we will also:

- cancel any promotional offers;
- cancel any instalment plans and move any instalment plan balances into your standard purchase balance;
- move any Buy Now Pay Later balances to your standard purchase balance; and

you will have to pay the standard interest rate that applies to purchases from then on. We will tell you if this happens.

If, in any month, you do not pay your monthly instalment payment, we will cancel the relevant instalment plan and move that instalment plan balance into your standard purchase balance. You will have to pay the standard interest rate that applies to purchases from then on.

If, in any month, you do not make your recommended extra payment we may contact you to discuss your account. In the future we may again recommend that you make an extra payment. If you do not do so, and you continue to make payments that are not sufficient to help you pay down your balance within a reasonable period, we may put you on a PayDown Plan.

## What interest rates and transaction fees do you have to pay?

For details of how we might vary your interest rates see [Can we change the cost of borrowing and other terms?](#)

	<b>Standard Simple Interest Rates (variable) per annum</b> <b>Simple rate</b> – this is the actual rate we use to calculate how much interest you must pay This rate is linked to the Bank of England Base Rate	<b>Standard Compound Interest Rates (variable) per annum</b> <b>Compound rate</b> – this rate shows the effect of charging interest on interest over a year This rate is linked to the Bank of England Base Rate	<b>Promotional Rates</b> These rates apply instead of the standard rates and are not linked to the Bank of England Base Rate for the promotional offer period	<b>Promotional Offer Period</b>	<b>Transaction Fee</b>
<b>Purchases</b> (including Buy Now Pay Later transactions at the end of the offer period) and related fees	20.004%	21.94%	0% p.a. on purchases made within 3 months of account opening or as we let you know at the time	3 months from account opening or as we let you know at the time	N/A
<b>Cash transactions</b> (including cash withdrawals, gambling, buying lottery tickets and foreign currency) and related fees.	28.044%	31.94%	As we let you know at the time	As we let you know at the time	3% of the transaction (minimum £3)
<b>Balance transfers</b> (if available) and related fees	20.004%	21.94%	0% p.a. for balance transfers made within 6 weeks of account opening or as we let you know at the time.	12 months from account opening or as we let you know at the time	Up to 5% of the transaction
<b>Money transfers</b> (if available) and related fees	20.004%	21.94%	As we let you know at the time	As we let you know at the time	Up to 5% of the transaction
<b>Buy Now Pay Later</b> (if available)	N/A	N/A	0% p.a.	3 months or as we let you know at the time	N/A
<b>Instalment Plans</b> (if available) and related fees	N/A	N/A	21.94% p.a. or as we let you know at the time	As we let you know at the time	N/A
<b>Default Fees</b>	20.004%	N/A	N/A	N/A	N/A
<b>Other Account Fees</b>	20.004%	21.94%	N/A	N/A	N/A

If we charge any fees or interest in relation to a transaction, we will charge the same interest rate on those fees or that interest as applies to that transaction.

We will let you know if any other promotional offers are available to you and the rates and periods that apply.

## How do we work out the interest you pay?

We calculate interest from the date each transaction (including any applicable fee) is added to your account, until the date that transaction has been repaid in full, and on any instalment plan balances from the date that the plan is set up, until it is repaid in full. We charge interest on all fees. We work out interest daily and add it to the account on your monthly statement date. The compound interest rate shown above takes into account the fact that you will pay interest on interest if you do not repay the amount you owe us in full.

There are some exceptions to this:

- We do not charge interest on any purchases (other than those on instalment plans) made during your last statement period if you repay your outstanding balance, including any balance transfers, money transfers, monthly instalment payments and purchase offers, by the payment due date and you also paid your previous month's outstanding balance in full by the due date. Your outstanding balance does not include any instalment plan balances, other than the monthly instalment payment, or any Buy Now Pay Later balances.
- We do not charge interest on any Buy Now Pay Later transactions before the end of their promotional offer period.
- We do not charge interest on default fees until at least the 29th day after we have told you about the default fee being charged.
- We do not charge interest on any interest charged on default fees.

For example, if you start January with a zero balance and you make some purchases using your card in January, you won't see any interest charged on those purchases in your January statement and, if you repay in full the amount shown in your January statement by the payment due date, you won't have to pay any interest on those purchases.

However, if you don't repay in full the amount shown in your January statement by the payment due date, then, even if you don't use your account at all in February, you will have to pay interest on the purchases you made in January from the date each purchase was added to your account until the day you pay your balance in full. You also won't benefit from any interest free period on any purchases you make in February.

We also charge interest on interest so, even if you pay your February statement in full, there may still be some residual interest to pay in your next statement.

This will apply in the same way whether or not you have an instalment plan on your account and whether or not you have made any Buy Now Pay Later transactions. In other words, you won't have to pay off your instalment plan balances and your Buy Now Pay Later transactions in order to benefit from the interest free period on purchases, but you will have to make any monthly instalment payments.

## Are there any other fees?

### Account fees

In addition to the transaction fees listed in the table above (see **What interest rates and transaction fees do you have to pay?**) we charge the following account fees:

<b>Copy statement</b>	£3 for each statement with a maximum of £10 for each request
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We charge the following non-sterling transaction charges:

Non-sterling transaction type	Non-sterling transaction charge
Purchase and cash transactions	2.75% of the transaction amount added to the account with the transaction.

The card schemes use wholesale market rates to convert any non-sterling transactions on the day the transaction is processed. You can find the current exchange rates by visiting [www.mastercard.com/global/currencyconversion](http://www.mastercard.com/global/currencyconversion).

### Default fees

Reason	Amount	Added to the account
For paying late or paying less than your contractual minimum payment	£12	Each time that you pay late or pay less than your contractual minimum payment
For going over the credit limit (even if we allow it)	£12	When you go over your credit limit and each subsequent statement month that you stay over your credit limit
For payments which are returned unpaid	£12	When your bank tells us it can't make the payment (for example a Direct Debit or cheque)
For tracing you if you change your address and you do not tell us you have moved	£25	When we instruct the tracing agency
For enforcing repayment, including legal costs	Our reasonable costs plus VAT	When we apply for enforcement

## How can you compare the cost of borrowing from us with the cost of borrowing from another lender?

The Annual Percentage Rate (APR) allows you to compare the cost of borrowing from us with the cost of borrowing from other lenders.

The APR is 21.9% (variable) and the total amount payable is £1,330.03.

When we calculate the APR and total amount payable we assume:

- there are no promotional offers in place;
- you keep to the terms of the Agreement and so do we;
- your credit limit is £1,200, you make a single purchase of this amount immediately and you repay this amount over one year in 12 equal monthly payments together with any interest charged;
- you do not make any other transactions or incur any other fees;
- the interest rates and any charges do not change; and
- you have not set up an instalment plan.

## Can we change the cost of borrowing and other terms?

### Changes to your standard rates because of changes to the Bank Rate (also known as Bank of England Base Rate)

The standard interest rates that apply to purchases, cash transactions, balance transfers and money transfers are linked to the Bank of England Base Rate. You can see the current Bank of England Base Rate on their website at: [www.bankofengland.co.uk](http://www.bankofengland.co.uk)

If the Bank of England Base Rate changes, we will change our standard interest rates by the same amount (disregarding any changes to the Bank of England Base Rate below 0%) within seven working days and we will let you know the new rate on the next statement we send you (see **Where do you find out about payments made to and from your account?**). If you are a new customer we will apply any rate changes on the day after your second statement date.

## **Changes to your standard rates for other reasons and changes to any other terms of this Agreement**

As this Agreement has no fixed end date, we cannot predict all of the reasons which could mean that we might change the interest rates, fees or other terms of this Agreement, but we have set out specific reasons why we might do so below. Any change we make will be reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice, and we will always ensure that we have a valid reason for making the change (even if it is not one of the reasons set out below). If the change is not to your advantage and you do not want to accept the change, we will let you end the Agreement without charge (see **How and when can this agreement be ended?**).

### **How and when can this agreement be ended?**

We may make changes to this Agreement, including the interest rates, fees and all other terms, for any of the following reasons:

- to reflect an actual, or reasonably expected, change in our underlying costs so as to ensure that our business is run prudently and maintains a broadly similar level of profitability and competitiveness by continuing to earn an acceptable return from providing your account. For example if the costs to us of providing your account (including how much we have to pay to borrow funds to lend to you when you spend on your account) change, or if we have good reason to expect that they will change, this might mean we review our prices;
- if we reasonably consider that it makes the terms easier to understand or fairer to you or we reasonably consider that the change will benefit you or isn't to your disadvantage;
- to reflect a change or development in the technology or systems which we or our industry uses;
- to reflect a change in law, regulation, or industry codes of practice (including where we have a good reason to expect a change) or to reflect a decision by a court, regulator or the Financial Ombudsman Service (or equivalent);
- if we are switching the type of card or account you have with us, for example because we stop offering the card you have;
- to introduce or change any benefits or services provided with your account;
- where we have good reason to think that a change in your circumstances, or generally, means that the risk that you might not be able to repay us has increased. We assess this risk by looking at a number of different factors including how you use your account and information we get from credit reference agencies about you; or
- where we have good reason to think that you are not making sufficient payments to pay your balance down in a reasonable period.

### **Telling you about changes**

We will tell you about any planned change at least 30 days before we make it, unless the change is not to your disadvantage, when we may give you less notice. We will tell you by including a message in your monthly statement, by writing to or emailing you separately or by sending you a mobile message or message using the customer area at our secure online address (online account manager).

If we are increasing an interest rate other than because of a change in the Bank of England Base Rate and you don't want to accept the new rate, you can tell us this within 60 days of us telling you about it. You can then repay what you owe us at the unchanged interest rates, which will still be linked to the Bank of England Base Rate, and you will no longer be able to use your card.

## **How can you control your credit limit?**

From time to time we may tell you that a higher credit limit is available to you or you can ask us to consider giving you a higher credit limit. You can tell us at any time that you would like a lower credit limit, provided that the new limit is not lower than the balance on your account.

We will give you options to allow you to control your credit limit and you can tell us that:

- you do not want the increased limit that we have offered you; or
- you don't want to receive any future credit limit increases.

You will also be able to let us know:

- never to increase your credit limit without you expressly agreeing to the increase; or
- that we can tell you that we are going to change your credit limit and give you 30 days to tell us that you do not want the change and if you do not we will increase your limit.

You can change your choices at any time by letting us know.

You should always remember that while a higher credit limit may offer greater flexibility and convenience, it might also increase the risk of taking on too much debt, which may be costly, or take a long time to pay off.

## **How do we apply payments to the different balances?**

When you make a repayment to us, we will apply it to the balance shown on your statement first, and then to any transactions not yet shown on your statement, as follows:

- we will use your payment to pay off balances that are charged at higher interest rates before those that are charged at lower interest rates; and
- If interest is charged at the same rate on different balances, we will use your payment to pay off the different balances in the following order: cash transactions, money transfers, balance transfers, other promotional offer balances and then purchases (including default fees). If you have more than one promotional offer balance of the same type at the same rate, we will first apply your payment to the promotional offer balance that has the earliest start date.

If you have an instalment plan or a PayDown Plan, we will apply your repayment a little differently. First, we will apply an amount equal to that part of your contractual minimum payment that does not relate to your instalment plan or PayDown Plan as above. Then we will apply the remainder of your payment as follows:

- we will apply an amount equal to your monthly instalment or PayDown Plan payment to pay down your plan. If you have more than one instalment plan, we will use your payment to pay the monthly instalment payment for the instalment plan at a higher interest rate before a plan at a lower rate. If any plans are charged at the same rate, we use your payment to pay the monthly payment for the plan with the earliest start date; and
- we will use the rest to pay off what is left of your balance, paying off balances charged at higher rates of interest before those at lower rates.

## **When will the Agreement start?**

The Agreement will start on the day that we open your account. This means that you may be able to make transactions before you receive your card. We will let you know if you can do this. The Agreement does not have a fixed end date. See **How and when can this Agreement be ended?**

## What if you change your mind about this Agreement?

As well as your right to end this Agreement at any time, you have a legal right to withdraw at the start. You do not have to give us a reason. You can withdraw by writing to us at NewDay Ltd, Customer Service Department, P.O. Box 700, Leeds LS99 2BD or calling us on 0208 181 0000\* within 14 days beginning with the day after you receive your card. Once you have told us that you want to withdraw you must pay back everything you have spent on your card, and associated interest, within 30 days. See **How can you make a payment?** for details of how to pay us. You can contact us for details of how much interest will be payable per day, (see **How you can contact us**). If you don't repay us within 30 days we will continue to charge interest as set out in this Agreement.

## Can you have any other cardholders?

You can have up to 3 additional cardholders. They must live at the same address as you and be eligible. You are always responsible for the use of your card and your account by an additional cardholder, including any use that makes you break this Agreement; for example, if an additional cardholder makes a purchase that takes your account over the credit limit. We cannot give any information about this Agreement, your card or your account to an additional cardholder, but you must tell them to contact us as soon as possible if they lose their card or think that their card number, PIN or security details may be used by someone else or fraudulently. We will cancel an additional card when you tell us to.

## What other features does your account have?

If we have told you that this feature is available to you, you can use your account to:

- make Buy Now Pay Later transactions;
- set up instalment plans;
- buy travel money; and
- take advantage of promotional offers such as balance transfers, money transfers and 0% purchase offers.

### **Buy Now Pay Later**

If we tell you that you can make Buy Now Pay Later transactions from a particular retailer, this means that you do not need to make any payments or pay any interest on that amount for the length of time that we tell you. At the end of this time your Buy Now Pay Later transactions will be treated as purchase transactions.

Any amounts included in any Buy Now Pay Later balance will not be included in your contractual minimum payment.

### **Instalment Plans**

An instalment plan allows you to pay for a new purchase or all or part of your balance by paying a certain number of fixed monthly instalment payments. You may be able to set up an instalment plan when you make a purchase online using your card or by going to online account manager. We will let you know if you can do this.

We will let you know what the monthly instalment payment is before we set up the plan. We will work this out by taking the purchase or balance that you are considering putting into the plan, calculating the interest that will be due and then working out how much you will need to pay each month over the period you have chosen. The monthly instalment payment for each of the instalment plans you have set up will then be shown in your statement. The number or amount of a monthly instalment payment may be reduced or increased to reflect refunds and overpayments or late payments.

You cannot change an instalment plan once we have set it up. You may cancel an instalment plan by contacting us. If you cancel an instalment plan, the balance will become part of your standard purchase balance. See **How much do you have to pay each month?** and **What interest rates and fees do you have to pay?** for more information about instalment plans.

## How do you authorise transactions?

When you make (or any additional cardholder makes) a transaction you must authorise it before we can add it to your account. No-one else may use your card.

<b>Ways you can use your account</b>	<b>How do you authorise transactions?</b>
Paying for goods and services at a supplier when you are present e.g. in a shop	The supplier will tell you what steps are needed to authorise payment. This could be by signing, by using the PIN we give you to use with your card, biometric data (such as fingerprint) or other security details we may tell you about. You may be able to use your card contactlessly by presenting your card to the contactless reader. You may be asked for other security details after you have made a certain number of contactless transactions.
Paying for goods and services at a supplier when you are not present e.g. online	Using your card number and/or other information requested by or on behalf of the person you are paying, for example a security number, passcode or password.
Making regular, for example monthly, payments to a supplier. This could be for gym membership or TV packages or insurance	Provide your card details to the supplier. It is important to remember that if you want to cancel the payment you must let us know this. You may withdraw your authorisation at any time up to the end of the business day (3pm Monday- Friday except English Bank Holidays) before the recurring transaction or other regular payment is due to be paid. We will use our best efforts to stop these transactions from being charged to your account but as the supplier initiates these transactions you should let the supplier know that they should stop doing this. If a regular payment is taken from your account after you have withdrawn your authorisation, we will refund the amount, together with any related interest and charges.
Cash Withdrawals (including online) gambling such as placing a bet, buying lottery tickets, buying gaming chips and spread betting, travellers cheques or foreign currency, getting cash from an ATM machine or over the counter.	Providing the security details as required by the instructions on the ATM, online or at the counter.

Balance transfers	<p>You make a balance transfer by asking us to send a payment from your account to reduce or repay an amount you owe to another lender. You make a money transfer by asking us to send a payment from your account to a current account in your name.</p> <p>We can limit the number of balance or money transfers you make or only allow them up to a proportion of your credit limit. You may not make a balance transfer or money transfer from or to an account outside the UK.</p> <p>We will ensure that the amount of the payment will be credited to the other lender or to your current account by the end of the working day after you have requested the balance transfer or money transfer. We will tell you about any fees payable.</p> <p>If the payment does not arrive by the working day after you have asked us to make it, if you ask us, we will contact the bank to whom we sent the payment and ask them to treat the payment as if it had been made on time.</p> <p>If we make a mistake, for example, if we send the transfer to the wrong place, we will refund your account straightaway and will take off any interest and charges which we may have added to the account as a result of that transaction.</p> <p>After we have processed a balance or money transfer you cannot cancel it and we will not refund any fee, unless you are able to withdraw from the agreement.</p>
Money transfers	

### Can you stop payments you have authorised?

You can cancel payments that are due to be made on a future date (for example, if you set up a regular payment) by contacting us by the end of the business day before the payment is due to be made. You must also contact the retailer to tell them you have cancelled the payment.

You cannot cancel any other transaction after you or an additional cardholder have authorised it (for example, it is not possible to cancel a purchase or cash transaction at the time of payment). In certain circumstances you can ask for a refund.

### When can you claim a refund for a payment you have authorised?

Where you, or an additional cardholder, authorise a payment but the amount of the payment is not known (e.g. if the card is used to pay a hotel bill but the amount of the payment is not known until check out) then, if the payment charged to your account is higher than reasonably expected, you can ask us to make a refund of the amount charged to your account, provided you do this within 8 weeks of the date that the payment was charged to your account. If you do this, we may need to ask you for information to help us find out what happened. If you are entitled to a refund, we will make it within 10 days of the date that we have all the information we need to make a decision. You can't ask for a refund if we or the retailer have provided you with information about the transaction at least 4 weeks before your payment is due and you or the additional cardholder gave consent for the transaction directly to us.

If a retailer gives you a refund for a purchase we will only credit it to the account when we receive details from the retailer. We may treat this refund as a payment to your account.

If you give us the wrong details for a balance transfer, money transfer or other cash transaction, or we can show that the bank we made the payment to did receive it, we won't have to give you a refund but we will help you to recover the money (we may charge a fee to cover our costs).

### What happens if you think there is a transaction on your account that you have not authorised?

If the card, card number and PIN, biometric data or other security details have been used we will assume the transaction has been authorised by you (or an additional cardholder). It is important you tell us straightaway by using the contact details set out below (see **How you can contact us**) if you do not think a transaction charged to your account and shown in your statement was made by you (or an additional cardholder).

If you, or an additional cardholder, allow someone else to use a card or the card number, you will be liable for all transactions they make until you tell us that the card may be misused. You will not be liable for (and we will refund) any other transactions not authorised by you or an additional cardholder, including transactions made with the card or card number remotely (for example online, phone or mail order). We will refund the unauthorised transaction as soon as we can and in any event by the end of the next working day.

### Where do you find out about payments made to and from your account?

Your statement will show all the transactions added to your account since the last statement. If you have a zero balance and your account has not been used since your last statement date, we won't provide a statement until after the next time your account has been used.

If you have agreed to this, we will make your statements and other notices (for example notices of variation, notices of sums in arrears and notice of default sums) available to you electronically in a printable and/or downloadable format in the online account manager and/or we will send them to the most recent email address that we have for you. You must let us know of any changes to your email or other address via the customer area at our secure online address.

If we send statements and other notices by post we will send them to the most recent postal address we have for you. You may let us know at any time that you would prefer to receive statements and other notices electronically by updating your preferences online, or by calling us.

We may choose to supply you with a paper statement.

You must make the contractual minimum payment due each month even if you do not receive a statement for any reason or have not accessed your statement online. In these cases you must contact us to find out the contractual minimum payment due that month. Even if you do not receive a statement we will still charge interest and fees as applicable on the balance of your account.

You must check your statement and must tell us as soon as possible if you think the statement is wrong or if you do not receive a statement when you expect one, or if you cannot access your online statement.

### What steps do you need to take to keep your account secure?

You must:

- take all reasonable precautions to prevent the account from being used for fraud;
- tell us immediately using the contact details below (see **How you can contact us**) if you think the card is lost or stolen or the card number, PIN or security details may be used by someone else or fraudulently (if you find a card you have reported as lost you must destroy it and not use it); and
- co-operate with us and the police to investigate any unauthorised transactions.

## Can we refuse to authorise a transaction, suspend your account or decrease your credit limit?

We may refuse to authorise a transaction or reissue a replacement card, or we may cancel or suspend your use of the account or reduce your credit limit if not doing so would put us in breach of any legal requirements that apply to us or we reasonably:

- believe that there is an increased risk that you may not be able to repay the amount you owe us (this could be because of the way you manage this account or other accounts you have with us, information we get from credit reference agencies or us finding that you are bankrupt or have made an arrangement with your creditors, or because you have not been making sufficient payments to your account and we reasonably believe that you may be in financial distress);
- suspect fraudulent or unauthorised use of the account;
- consider it necessary for the security of the account or card;
- suspect that you, any additional cardholder or third party has committed or is about to commit a crime or other abuse in connection with use of the card or the account;
- consider you have not been using your account regularly.

We may also decrease your credit limit if we consider that your current limit is not affordable for you.

We will tell you as soon as possible (see **How we will contact you**) if we decide to refuse to make a balance transfer or a money transfer but, for other transactions, you will usually find out if we have refused a transaction because you will be asked for payment by another card, cheque or cash. We will tell you why we have refused the transaction (unless the law prevents us) if you call the contact details below. We are not responsible if a retailer or supplier refuses to accept your card.

If we suspend your account, you can ask us to lift the suspension if the reason for us suspending the account no longer exists but before this happens we may refuse to give you a new card or card number.

You must give us clear and accurate payment instructions or we may not be able to carry out the transaction.

If you go over your cash limit, we will stop you withdrawing any more cash until you are under the limit again.

## Using a third party provider (TPP)

A TPP is a third party service provider that is authorised or registered with the Financial Conduct Authority or another European Economic Area regulator or otherwise permitted by law to carry on certain activities on your instruction. These include:

- accessing information about your account held with us if it is accessible online; and
- initiating payments from your account held with us if it is accessible online.

If you use a TPP, the terms of this agreement will still apply.

If a TPP is only asking for information about your account (and is not initiating a payment from your account with us), we will assume you have given your consent to us providing the information to that particular TPP and we will provide the information immediately. If the TPP is a card issuer who asks us to confirm whether you have sufficient credit for it to initiate a card payment from your account, we will only do so if you have given us your explicit consent to provide information to that particular TPP.

Although you must not, generally, give your security details to anyone else, you may give them to a TPP if it is necessary to do so to initiate a payment. We may also refuse to allow a TPP to access your account if we are concerned about unauthorised or fraudulent access by that TPP. If we do this, we will tell you why (unless doing so would compromise our reasonable security measures or otherwise be unlawful). You must check the information provided to you by the TPP, to ensure that they are authorised or permitted by law to provide payment services to you. If we become aware that an unauthorised third party is using your security details, we may block access to your account.

## Can you make a claim against us where you have a claim against a supplier?

If you purchase any item of goods or any services costing between £100 and £30,000 under this Agreement you may have a right to claim against us as well as the supplier if, for example, the goods fail to arrive or are not of satisfactory quality or the supplier made a representation which you relied on about the goods which was not accurate.

However, if you have a dispute with someone else over a transaction, you must keep making payments to us while you are resolving it.

## How can you make a payment?

<b>Direct Debit</b>	<p>Call us or go to online account manager to set up a Direct Debit which means that we will ask for a payment from your bank each month automatically. You can choose how much you want to pay each month as long as it is not less than the contractual minimum payment, including:</p> <ul style="list-style-type: none"><li>• the contractual minimum payment and your total monthly instalment payment (if any) and any recommended extra payment;</li><li>• the contractual minimum payment and your total monthly instalment payment (if any) and a regular boost payment;</li><li>• the full balance (including any Buy Now Pay Later balances and any instalment plan balances); or</li><li>• a fixed amount.</li></ul> <p>If you have previously opted to pay the contractual minimum payment and we recommend an extra payment then, unless you tell us you would prefer not to pay the recommended extra payment, we will increase the amount that we collect by Direct Debit that month to ensure that your recommended extra payment is paid. We will also increase the amount to cover any instalment payments. We will tell you how you can let us know that you do not want to make a recommended extra payment.</p> <p>If you have opted to pay a fixed amount and this amount is not enough to pay your contractual minimum payment and any instalment payments, we will increase the amount that we collect by Direct Debit that month to ensure that these payments are made.</p> <p>If you pay by Direct Debit and any previous contractual minimum payments have still not been paid, we will always make sure that the Direct Debit amount we collect will be sufficient to pay these.</p> <p>Please note: if we believe your bank may have cancelled your Direct Debit as it has not been used for an extended period of time, we may not attempt to collect future payments this way. If this is the case, we will let you know.</p>
<b>Online</b>	<p>You can register for online account management and make payments using a debit card. Allow one working day for the payment to reach your account.</p>

<b>Automated telephone service</b>	<ul style="list-style-type: none"> <li>• Call 0333 220 2550* to make a payment 24 hours a day.</li> </ul>
<b>Internet Banking/Telephone Banking</b>	Contact your bank or building society and use the following details: Account number: 01000007 Sort code: 09-01-09 You should use your 16 digit NewDay account number as a reference.
<b>At a bank</b>	Use the payment slip provided with your paper statement (if available) and make sure that the cheque is made payable to NewDay Ltd and includes your 16 digit account number on the first line as a reference. Allow 5 working days for the payment to reach your account.
<b>Cheques</b>	Make sure that the cheque is made payable to NewDay Ltd and includes your 16 digit account number on the first line as a reference. If you are paying more than one account with a single cheque, tell us the amount to be credited to each account. Send your payment to: NewDay Ltd PO Box 218 Rotherham S98 1NS You should allow 7 working days for the payment to reach your account.

## What happens if you cannot make a payment or access your account?

We will not be liable for any loss due to:

- any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment, or other unusual or unforeseeable causes beyond our reasonable control; or
- a retailer or cash machine not accepting, or retaining, your card, or the way in which this is conveyed to you.

## How and when can this Agreement be ended?

You can end this Agreement at any time and without charge by giving us notice and paying your balance in full. We can end the Agreement by giving you 2 months' notice in writing. In each case, you (and any additional cardholder) must stop using the account. The Agreement will continue until you have repaid everything you owe. If:

- you repeatedly fail to pay contractual minimum payments on time or go over your credit limit; or
- we find that any information you provided as part of your application was materially incorrect or misleading; or
- you are declared bankrupt or have similar proceedings taken against you; or
- we reasonably suspect any fraud or other criminal activity in connection with this Agreement or you have been using the card for an illegal purpose;

we can:

- demand immediate repayment of the amount you owe on the account;
- disclose information about you and the conduct of your account to licensed credit reference agencies (which would make it more difficult for you to borrow in future);
- bring legal action to recover what you owe us (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property); and
- require you to pay our reasonable costs and expenses for taking action to obtain payment, including legal costs;

but we will give you advance notice and the chance to fix the breach before taking any of these steps (unless the problem cannot be fixed).

If we choose not to enforce our rights under this Agreement at any time, we may enforce them at a later date instead.

## Clearing your balance

You can pay off all or part of your balance at any time.

We process payments automatically so if we accept a part payment marked "payment in full" or similar words, we may still claim the full amount outstanding.

## Payment scheme Logo

If your card has a payment scheme logo on it, it can be used at all outlets and cash machines displaying that logo. Cards without that logo may be used at the retailer whose name is on the card and, if we let you know that you can (i) at other retailers in that group and (ii) at other suppliers, but not elsewhere. If you have a card without a payment scheme logo on it, we may replace it with a card with the logo, unless you have told us not to and we may replace a card with a different payment scheme logo on it as long as we think that you will get the same or better service.

## Can we transfer our rights and obligations under this Agreement?

We may transfer our rights and our obligations under this Agreement to someone else, including information about you and how you have managed your account. We will tell you if we do this unless there are circumstances which mean that the servicing of your account will not change. Your rights under this Agreement and any legal rights you have, for example, under the Consumer Credit Act 1974, will not be affected by any transfer. You cannot transfer any rights you have under this Agreement to anyone else.

## What law governs this Agreement?

This Agreement and our dealings with you before the Agreement is made are governed by the laws of England and Wales. Any dispute can be dealt with by an English or Welsh court unless your address is in:

- Scotland (where it will be dealt with by the courts of Scotland); or
- Northern Ireland (where it will be dealt with by the courts of Northern Ireland).

This Agreement will be provided in English only.

## Important information

### How we use your information

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we will stop using your data for this purpose, but may continue to process your data for other purposes.

### How you can contact us

**You must let us know of any changes to your contact details immediately.**

If you need to update your contact details, ask for information, tell us that you want to withdraw from the Agreement or make a complaint please:

- write to: NewDay Ltd, Customer Service Department, PO.Box 700, Leeds LS99 2BD
- call 0208 181 0000\*
- online: go to [www.newday.co.uk](http://www.newday.co.uk) and select "contact us"
- We and our authorised agents and representatives may record and/or monitor telephone conversations with you and any additional cardholder so that we can maintain our service standards.

### How we will contact you

We will communicate with you in English.

We may give you notices or other information about your credit card, for example, in your monthly statements (in paper and electronic).

We will use the most recent address (post and email) and telephone and mobile numbers you have given us for all purposes. If we need to contact you about any actual or suspected fraud or security threats, we will do this using the fastest and most secure way of contacting you (for example, we may try to send a text message rather than telephone).

### How can you make a complaint?

If we do not provide the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again. You can contact us using the details above.

If you are not happy with the way that we deal with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to [complaint.info@financial-ombudsman.org](mailto:complaint.info@financial-ombudsman.org). You can find out more about the Financial Ombudsman service on their website at [www.financial-ombudsman.co.uk](http://www.financial-ombudsman.co.uk).

If you applied for your card online, you can also contact the Financial Ombudsman Service via an Online Dispute Resolution (ODR) platform that has been created by the European Commission. The email address to include in the ODR form is [ODR@newday.co.uk](mailto:ODR@newday.co.uk). The ODR platform will forward your complaint to the Financial Ombudsman Service.

For more information about ODR please visit the European Commission website ([webgate.ec.europa.eu/odr/main/index.cfm](http://webgate.ec.europa.eu/odr/main/index.cfm)).

Our credit card customers would not qualify for compensation under any statutory or other compensation scheme should we become unable to meet our liabilities.

### Who we are and how we are regulated

NewDay Ltd is a company registered with the Registrar of Companies for England and Wales, Company Number 7297722, Registered Office: 7 Handyside Street, London, N1C 4DA.

We provide credit products to consumers and we are authorised and regulated by the Financial Conduct Authority (reference number 690292); NewDay Ltd is also authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (reference number 555318) for the provision of payment services. The Financial Conduct Authority can be contacted at 12 Endeavour Square, London E20 1JN or by using the details provided at [www.fca.org.uk/contact](http://www.fca.org.uk/contact). We are a member of the Finance and Leasing Association (the FLA). We subscribe to the code of the FLA.

### Taxes

You may have to pay other taxes or costs in relation to this Agreement that are not imposed by us or paid through us. If we have to pay any tax or duty for providing credit to you, we will charge you the amount of that tax or duty.

### Copies

You may at any time during this Agreement request a copy of this Agreement.

These are the terms and conditions for your credit card account. This is an important document as it explains how your account works and other important things you need to know. It sets out what we must do and what you must do. Please keep this document safe in case you need to refer to it.

**\* Calls may be recorded and monitored for training and security purposes and to help us manage your account**