

DAMART

PRE-CONTRACT CREDIT INFORMATION

1. Contact details

Creditor Address Telephone number	Damartex UK Limited trading as "Damart" Bowling Green Mills, Lime Street, Bingley, West Yorkshire, BD97 1AD. For orders: 0871 423 0000 (calls cost 13p per minute plus your telephone company's network access charge). For queries about this information: 0330 1234083
Website	www.damart.co.uk

2. Key features of the credit product

The type of credit	Running Account Credit Agreement regulated by the Consumer Credit Act 1974.
The total amount of credit This means the credit limit.	We will determine from time to time how much credit you may have under this agreement, and will notify you of that amount on a statement or other communication.
How and when credit would be provided.	Credit will be provided in the form of a deferred payment terms for goods purchased from Damart from the date on which payment would otherwise fall due.
The duration of the credit agreement.	The agreement has no fixed or minimum duration.
Repayments	Each month you must repay the minimum payment shown on your statement by the date shown. This is calculated as 1/25th of the total cash price of goods purchased on the account or £3.00, whichever is the greater. We re-calculate the minimum payment in the same way whenever you buy more goods or return goods. If your balance is less than £3 you must pay the outstanding balance.
Your repayments will pay off what you owe in the following order.	Any payments made under this agreement will be applied in paying off sums owing on the account in the following order: 1. any minimum payment due on the Damart Personal Account (including any arrears and interest); following which, except for payments you expressly direct are to be applied to specific balances which are subject to BNPL (BNPL Transactions) or Pay in 3 terms (Pay in 3 Transactions); 2. any Pay in 3 Transaction minimum payment due in the current statement period or any BNPL Transaction balance for which the delayed payment period ends in the current statement period. If you have more than one Pay in 3 or BNPL Transaction due in the current statement period, we will apply payment to the lowest outstanding amount first; 3. any outstanding balance on your Damart Personal Account; 4. any Pay in 3 Transaction balance or any BNPL Transaction balance for which the delayed payment period continues beyond the current statement period. If you have more than one Pay in 3 or BNPL Transaction, we will apply payment to the balance due first followed by the lowest outstanding amount.
The total amount you will have to pay. This means the amount you have borrowed plus interest and any costs.	The total amount payable is the sum of the amount borrowed plus the total charge for credit. The total charge for credit comprises interest only. Interest is applied to the total balance outstanding from the previous statement based on the daily interest rate of 0.0933 pence in the pound or 50 pence, whichever is the greater. Based on an example of taking credit of £500 (without BNPL or Pay in 3) and paying the minimum repayments for the term, the total charge for credit is £189.31 and the total amount repayable is £689.31.

3. Costs of the credit

The rates of interest which apply to the credit.	The rate of interest is equivalent to an annual rate of 34.0% (variable). Interest is applied to the total balance outstanding from the previous statement which is calculated when the statement is produced and added to the balance, subject to a minimum charge of 50 pence per month.
Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.	39.9% (variable). The assumptions underlying this calculation are that no BNPL or Pay in 3 option was exercised, a credit limit of £500 is drawn down immediately and in full and repaid over a one year period in equal monthly instalments commencing four weeks after the date of initial draw down along with interest as provided for in this agreement.
Related Costs	
Charges for using a specific payment method	If you choose to make repayments to your Damart Personal Account at the Post Office their standard fees will be payable. Or if you choose to pay at a bank some banks may charge if you do not bank with them.
Costs in the case of late payments	We reserve the right to charge you (i) an administration charge of up to £12 in respect of each missed or incomplete payment due; (ii) an administration charge of up to £6 in respect of each returned payment; (iii) any reasonable expenses and costs that we may incur in the instruction or involvement of third parties for tracing you or debt collection. Interest will also be payable on any late payments at the interest rate shown above.
Consequences of missing payments	Missing payments could have severe consequences, including increasing the cost of your credit, impairing your credit rating which may make obtaining credit in the future more difficult and/or expensive for you.

4. Other important legal aspects

Right of withdrawal	You have the right to withdraw from this credit agreement before the end of 14 days beginning on the day after the agreement is made, or if information is provided after the agreement is made, the day on which you receive a copy of the executed agreement under sections 61A or 63 of the Consumer Credit Act 1974, the day on which you receive the information required in section 61A(3) of that Act or the day on which you are notified of the credit limit, the first time it is provided, whichever is the latest.
Early Repayment	You have the right to repay early in full or in part.
Consultation with a Credit Reference Agency	If we decide not to proceed with your credit application on the basis of information from a credit reference agency, when informing you of the decision we will inform you that it has been reached on the basis of information from a credit reference agency and the particulars of that agency.
Right to a draft credit agreement	You have the right to request a copy of the draft credit agreement free of charge.
The period of time during which the creditor is bound by the pre-contractual information	This information is valid for a period of 30 days from the day we send it to you.

5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor	
Registration number	Damart is the trading name of Damartex UK Limited which is a company registered in England and Wales (company number 00852773).
The supervisory authority	We are authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN to provide consumer credit. Firm Reference Number: 702607.
(b) concerning the credit agreement	
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement	English law (or the law of Scotland or Northern Ireland if you reside there).
The law applicable to the credit agreement and/or the competent court	The laws of England and Wales govern this credit agreement unless you reside in Scotland or Northern Ireland in which case local law will apply and the local courts have jurisdiction.
Language to be used in connection with your agreement	The contractual terms and conditions and prior information are in English. The creditor undertakes with the debtor's agreement, to communicate with the debtor in English for the duration of the credit agreement.
(c) Concerning redress	
Access to out-of-court complaint and redress mechanism	If you have a complaint and feel that we haven't resolved it to your satisfaction, you may refer the matter to the Financial Ombudsman Service, for independent investigation after having first raised your complaint with us. If, after 8 weeks we have still not resolved your complaint, you have the right to complain to the Financial Ombudsman Service.

Credit Agreement
Regulated by the Consumer Credit Act 1974 (running account retail credit)

Between the creditor: Damart, Bowling Green Mills, Lime Street,
Bingley, West Yorkshire, BD97 1AD, and you, the customer.

PLEASE CONTACT US IF
YOU REQUIRE A LARGE
PRINT VERSION

CUSTOMER DETAILS

Duration of the agreement: The agreement has no fixed duration.

Credit limit:

Your limit may be varied by us from time to time and we will give you written notification of any change on your statement.

How and when credit will be provided: Credit will be provided in the form of a deferred payment terms for goods purchased from Damart from the date on which payment would otherwise fall due. There are three options:

Personal Account: Credit will be provided subject to approval on a running account basis when goods are ordered and not paid for in full by the due date as shown on the Personal Account statement.

Buy Now Pay Later (BNPL): this may be offered when you order items from us using your personal account, subject to there being no recent history of arrears on your account. BNPL allows you to defer the date on which you must pay for selected orders of £70 or more for up to 3 months (the Delayed Payment Period) from the date your order is despatched (BNPL Transactions). Please see clause 2.2 below for further information.

Pay in 3: this may be offered as a payment option when you order items from us using your Personal Account, subject to there being no recent history of arrears on your account and the order being received by us before the end of the offer period which will be notified to you. Pay in 3 allows you to repay the cost of your order (including postage and packaging costs) over 3 equal monthly instalments commencing four weeks after the date your order is despatched in which case we will not charge you interest (these are known as Pay in 3 Transactions). Please see clause 2.3 below for further information.

Timing of repayments: We will provide a statement every month where there is any movement in the account. You must repay at least the minimum payment by the due date shown on the statement.

Amount of repayments: The minimum payment will initially be 1/25th of the total cash price of goods purchased on the account or £3.00, whichever is the greater. We re-calculate the minimum payment in the same way whenever you buy more goods or return goods. If your balance is less than £3 you must pay the balance.

Allocation of payments: Any payments made under this agreement will be applied in paying off sums owing on the account in the following order:

1. any minimum payment due on the Damart Personal Account (including any

arrears and interest); following which, except for payments you expressly direct are to be applied to specific balances which are subject to Buy Now Pay Later terms (BNPL Transactions or Pay in 3 terms (Pay in 3 Transactions);

2. any Pay in 3 Transaction minimum payment due in the current statement period or any BNPL Transaction balance for which the delayed payment period ends in the current statement period. If you have more than one Pay in 3 or BNPL Transaction due in the current statement period, we will apply payment to the lowest outstanding amount first;

3. any outstanding balance on your Damart Personal Account;

4. any Pay in 3 Transaction balance or any BNPL Transaction balance for which the delayed payment period continues beyond the current statement period. If you have more than one Pay in 3 or BNPL Transaction, we will apply payment to the balance due first followed by the lowest outstanding amount.

Interest: Interest is applied to the total balance outstanding from the previous statement equivalent to an annual rate of 34.0% (variable), calculated when the statement is produced and added to the balance, subject to a minimum charge of 50 pence per month.

BNPL Transactions will accrue interest at the rate stated above for the Delayed Payment Period. Interest will be calculated daily from the date your items are despatched and charged to your account on the balance of the BNPL Transaction outstanding as a lump sum at the end of the Delayed Payment Period. At the end of the Delayed Payment Period, the lump sum will attract further interest going forwards, meaning you will be charged interest on interest.

Pay in 3 Transactions will not accrue interest provided the Pay in 3 payment shown on the previous statement was paid in full by the date it was due.

Total amount payable: This is the sum of the total amount of credit advanced plus the total charge for credit. The total charge for credit comprises interest only. Based on an example of buying goods worth £500 (without BNPL or Pay in 3) and paying the minimum equal repayments of 1/25th of the cost of goods plus interest, subject to a £3 minimum payment each month, the total charge for credit is £189.31 and the total amount payable is £689.31.

APR: 39.9% variable. The assumptions used to calculate the APR are that no BNPL or Pay in 3 option was exercised, the maximum credit limit of £500 is drawn down immediately and in full and repaid over a one year period in equal monthly instalments commencing one month after the date of initial drawdown along with interest as provided in the agreement. The circumstances in which the interest rate may be varied are set out in paragraph 2.1.3 of the terms and conditions overleaf.

Charges: We reserve the right to charge you

- An administration charge of up to £12 in respect of each missed or incomplete payment.
- An administration charge of up to £6 in respect of each returned payment
- Any reasonable costs and expenses we may incur in the instruction or involvement of third parties for: tracing you, returned payments or debt collection.
- Interest will also be payable on any late payments at the interest rate shown above.

MISSING PAYMENTS: Missing payments could have severe consequences including increasing the cost of your credit, impairing your credit rating which

may make obtaining credit more difficult and/or expensive in the future.

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

You have the right to withdraw from this credit agreement before the end of 14 days beginning on the day after the agreement is made, or if information is provided after the agreement is made, the day on which you receive a copy of the executed agreement under sections 61A or 63 of the Consumer Credit Act 1974, the day on which you receive the information required in section 61A(3) of that Act or the day on which you are notified of the credit limit, the first time it is provided, whichever is the latest.

If you choose to exercise your right of withdrawal you must notify us of your intention to do so at the above address, **by telephone on 0330 1234083 or to ukcreditmail@damart.com**. If you do withdraw you must repay us, without delay and no later than 30 calendar days after giving notice of your withdrawal, the money you borrowed plus interest charged at a daily rate up to the date you withdraw from the agreement or return the goods we will advise you of the daily sum due on request and without delay.

You have the right to repay early in full or in part. You have the right to terminate this agreement by giving written or oral notice and paying off the amount you owe under the agreement.

You have the right to complain to the Financial Ombudsman Service (see 3.3 overleaf). The terms and conditions set out overleaf are incorporated in this agreement.

This is a credit agreement regulated by the
Consumer Credit Act 1974. Sign it only if you want to be
legally bound by its terms.

Signature
of Customer:

Date of Signature:

Signature for and on behalf of Damart

Howard Jones

D53MF-7

Credit Agreement
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Buy Now Pay Later (BNPL): this may be offered when you order items from us using your personal account, subject to there being no recent history of arrears on your account. BNPL allows you to defer the date on which you must pay for selected orders of £70 or more for up to 3 months (the Delayed Payment Period) from the date your order is despatched (BNPL Transactions). Please see clause 2.2 below for further information.

Pay in 3: this may be offered as a payment option when you order items from us using your Personal Account, subject to there being no recent history of arrears on your account and the order being received by us before the end of the offer period which will be notified to you. Pay in 3 allows you to repay the cost of your order (including postage and packaging costs) over 3 equal monthly instalments commencing four weeks after the date your order is despatched in which case we will not charge you interest (these are known as Pay in 3 Transactions). Please see clause 2.3 below for further information.

Timing of repayments: We will provide a statement every month where there is any movement in the account. You must repay at least the minimum payment by the due date shown on the statement.

Amount of repayments: The minimum payment will initially be 1/25th of the total cash price of goods purchased on the account or £3.00, whichever is the greater. We re-calculate the minimum payment in the same way whenever you buy more goods or return goods. If your balance is less than £3 you must pay the balance.

Allocation of payments: Any payments made under this agreement will be applied in paying off sums owing on the account in the following order:

1. any minimum payment due on the Damart Personal Account (including any arrears and interest); following which, except for payments you expressly direct

are to be applied to specific balances which are subject to Buy Now Pay Later terms (BNPL Transactions or Pay in 3 terms (Pay in 3 Transactions);

2. any Pay in 3 Transaction minimum payment due in the current statement period or any BNPL Transaction balance for which the delayed payment period ends in the current statement period. If you have more than one Pay in 3 or BNPL Transaction due in the current statement period, we will apply payment to the lowest outstanding amount first;

3. any outstanding balance on your Damart Personal Account;

4. any Pay in 3 Transaction balance or any BNPL Transaction balance for which the delayed payment period continues beyond the current statement period. If you have more than one Pay in 3 or BNPL Transaction, we will apply payment to the balance due first followed by the lowest outstanding amount.

Interest: Interest is applied to the total balance outstanding from the previous statement equivalent to an annual rate of 34.0% (variable), calculated when the statement is produced and added to the balance, subject to a minimum charge of 50 pence per month.

BNPL Transactions will accrue interest at the rate stated above for the Delayed Payment Period. Interest will be calculated daily from the date your items are despatched and charged to your account on the balance of the BNPL Transaction outstanding as a lump sum at the end of the Delayed Payment Period. At the end of the Delayed Payment Period, the lump sum will attract further interest going forwards, meaning you will be charged interest on interest.

Pay in 3 Transactions will not accrue interest provided the Pay in 3 payment shown on the previous statement was paid in full by the date it was due.

Total amount payable: This is the sum of the total amount of credit advanced plus the total charge for credit. The total charge for credit comprises interest only. Based on an example of buying goods worth £500 (without BNPL or Pay in 3) and paying the minimum equal repayments of 1/25th of the cost of goods plus interest, subject to a £3 minimum payment each month, the total charge for credit is £189.31 and the total amount payable is £689.31.

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Charges: We reserve the right to charge you

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If you choose to exercise your right of withdrawal you must notify us of your intention to do so at the above address, **by telephone on 0330 1234083 or to ukcreditmail@damart.com**. If you do withdraw you must repay us, without delay and no later than 30 calendar days after giving notice of your withdrawal, the money you borrowed plus interest charged at a daily rate up to the date you withdraw from the agreement or return the goods we will advise you of the daily sum due on request and without delay.

You have the right to repay early in full or in part. You have the right to terminate this agreement by giving written or oral notice and paying off the amount you owe under the agreement.

You have the right to complain to the Financial Ombudsman Service (see 3.3 overleaf). The terms and conditions set out overleaf are incorporated in this agreement.

This is a credit agreement regulated by the
Consumer Credit Act 1974. Sign it only if you want to be
legally bound by its terms.

Signature
of Customer:

Date of Signature:

Signature for and on behalf of Damart

Howard Jones

D53MF-7

TERMS & CONDITIONS OF THIS AGREEMENT

1. BY ENTERING IN TO THIS CREDIT AGREEMENT WITH DAMARTY YOU AGREE THAT:

- 1.1 You accept these terms and conditions.
- 1.2 You have been provided with a full copy of this agreement for consideration before signing together with a copy of the Adequate Explanations and Pre Contract Credit Information.
- 1.3 You are over 18 years of age.
- 1.4 The details you have given are true and complete.
- 1.5 You will inform us as soon as possible of any change in your personal details such as name and home address.
- 1.6 Your signature to this agreement acknowledges receipt of a true copy.
- 1.7 All sums owed under the agreement shall become due and payable immediately if:

1.7.1 We believe you have provided us with any false information when you entered into this agreement.

1.7.2 A statutory demand is served on you, or any other steps are taken by you or any other person, to make you bankrupt.

1.7.3 You commit an act of bankruptcy (e.g. failing to pay a debt pursuant to a court order).

2. YOUR PAYMENT OPTIONS
HOW YOUR PERSONAL ACCOUNT WORKS

- 2.1 Once you have opened your Damart Personal account and signed the credit agreement, you can use your account to order at any time and spread your payments for up to 25 months.
Here is how it works:-

2.1.1 We will provide a statement every month where there is any movement on the account, showing your orders, balances, payments, minimum payment required and payment due date.

2.1.2 You can then choose to pay in full, or by regular monthly instalments. You can pay your account by direct debit, bank transfer, at the bank (some banks may charge if you do not bank with them), cheque, postal order and debit card. Alternatively, you can pay by cash or cheque at the Post Office (fee will be payable).

2.1.3 We reserve the right to vary the duration, interest charge and the minimum payment. We may do this if for example our costs, including the costs of borrowing, increase. Should this be necessary we will give you at least one months notice.

2.1.4 To calculate your approximate repayment,simply divide the cash price of any item by 25, e.g. goods costing £75 could be paid for in 25 instalments of £3 plus service charges. If you repay more than the minimum payment the service charge will be reduced accordingly (written quotations are available on request).

2.1.5 If you place an order which exceeds your credit limit we may contact you to offer you an increase. We can change your credit limit at any time. We will notify you each time you are eligible for a credit limit increase. You can choose how you would like to manage future credit limit increases. You must choose between:

☐ AUTO INCREASE - If you exceed your limit and we offer you a credit limit increase, this will be applied unless you reject it

☐ DO NOT AUTO INCREASE - If you exceed your limit and we offer you a credit limit increase, this will not be applied unless you accept it

☐ DO NOT INCREASE - If you exceed your limit we will not offer you a credit limit increase

You will be able to change these preferences at any time online at [www.damart.com](#).

Note that if you do not submit any preference we will assume that you wish to proceed with the 'DO NOT AUTO INCREASE' option, i.e. if we offer you a credit limit increase this will not be applied unless you accept it. You also ask us at any time to consider increasing your credit limit, or tell us that you would like a lower credit limit. We may not offer you credit limit increases if we are concerned about your ability to repay.

A higher credit limit may increase the risk of taking on too much debt. This may be costly and take longer to pay off.

HOW BNPL WORKS

- 2.2 We may from time to time offer an option to purchase items on BNPL terms for orders of £70 or over (including any postage and packaging costs). Here is how it works:

2.2.1 BNPL Transactions have a Delayed Payment Period of up to 3 months which starts from the date your order is despatched, and ends at the end of the third statement period following the despatch date, when the BNPL Transaction will fall due for payment.

2.2.2 Each BNPL Transaction balance will be charged to your Personal Account when we despatch the order and your credit limit adjusted accordingly. During the Delayed Payment Period, BNPL Transaction balances will not affect the minimum payment payable on your Personal Account.

2.2.3 Interest will accrue at the contractual rate shown above on the outstanding balance of the BNPL Transaction during the Delayed Payment Period and will be applied as a lump sum immediately after the Delayed Payment Period.

2.2.4 You will be sent a monthly statement showing any BNPL Transaction balances and due date for payment, as well as an estimate of interest to be charged at the end of the Delayed Payment Period. If you do not pay the BNPL Transaction balance before the end of the Delayed Payment Period, the BNPL Transaction value and accrued interest will be shown as part of the balance on your Personal Account and will become liable for payment. This means that you will be charged interest on the accrued interest.

2.2.5 Payment for each BNPL Transaction can be made in one full payment, or in multiple partial payments. If you only make part payment of the BNPL Transaction balance during the Delayed Payment Period, interest will only be charged on the remaining BNPL Transaction balance.

2.2.6 Subject to ensuring your minimum payments are up to date, you can direct payments towards a specific BNPL Transaction over the telephone. Otherwise, if you make payment via other methods, or without telling us you want to pay towards a specific BNPL Transaction, your payment will be allocated as per the order listed above (see 'Allocation of payments').

2.2.7 If you take out more than one BNPL Transaction in the same statement period, such BNPL Transactions will become payable on the same due date.

2.2.8 If you return all the items in a BNPL Transaction during the Delayed Payment Period, no interest will be charged at the end of the Delayed Payment Period. If you return some of the BNPL Transaction items, but not all, during the Delayed Payment Period, interest will be charged on the BNPL Transaction balance in respect of the items not returned.

HOW PAY IN 3 WORKS

- 2.3 We may from time to time offer an option to purchase items on Pay in 3 terms. Here is how it works:

2.3.1 Pay in 3 allows you to repay the cost of your order (including postage and packaging costs) over 3 equal monthly instalments commencing four weeks after the date your order is despatched.

2.3.2 Each Pay in 3 Transaction balance will be charged to your Personal Account when we despatch the order and your credit limit adjusted accordingly.

2.3.3 Interest will not be charged on balances qualifying for Pay in 3 provided that

- each of the Pay in 3 monthly instalment payments shown on the previous statement is paid in full by the date it was due. If you do not make a Pay in 3 Payment in full and on time the Pay in 3 offer will cease to apply and interest will be charged on the outstanding balance in accordance with the terms of your Personal Account.
- 2.3.4 You will be sent a monthly statement showing any Pay in 3 Transaction balances, the minimum payments due under the Pay in 3 offer to avoid paying interest and the due date for payment.
- 2.3.5 Payment for each Pay in 3 Transaction can be made in in three equal payments or in full at any time. Subject to ensuring your minimum payments are up to date, you can direct payments towards a specific Pay in 3 Transaction over the telephone. Otherwise, if you make payment via other methods, or without telling us you want to pay towards a specific Pay in 3 Transaction, your payment will be allocated as per the order listed above (see 'Allocation of payments').
- 2.3.6 If you take out more than one Pay in 3 Transaction in the same statement period, such Pay in 3 Transactions will become payable on the same due date.

3. CUSTOMER SERVICE AND COMPLAINTS PROCEDURE

- 3.1 If you have a complaint relating to the operation of your Damart personal account please do so by contacting us by any of the following methods:
 - email us at [customersatisfactionteam@damart.com](#)
 - call us on 0330 123 5429
 - Visit our website [www.damart.co.uk](#)
 - contact us at the address as detailed in section 4.5.
- 3.2 If you are not satisfied with our suggested resolution or if eight weeks have passed since you first brought your complaint to our attention, you have the right to refer your complaint to the Financial Ombudsman Service, unless you are business debtor, in which case you may not have this right. If you want the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued by us. You can write to them at: The Financial Ombudsman Service, Exchange Tower, London,E14 9SR
- 3.3 Alternatively you can phone 0800 023 4567. Further helpful information can be obtained from visiting the Financial Ombudsman Service website at: [www.financial-ombudsman.org.uk](#) You can also find out more information here, [https://ec.europa.eu/consumers/odr/](#)

4. DATA PROTECTION

- 4.1 When applying for a Damart personal account you should have been provided with a copy of our Privacy Policy (available at [https://www.damart.co.uk/privacy-policy](#) or by contacting us using the details at 4.5 below), which explains how and why we acquire and use your personal information in accordance with the Data Protection Act 2018.
- 4.2 The personal information we collect about you is used by us to verify your identity, undertake credit assessments to inform our lending decisions, manage your account and to make collections. We may also use it to contact you in relation to this agreement (or for marketing purposes in accordance with your preferences) by post, email or telephone.
- 4.3 In considering whether to enter into this agreement, we may search your record at credit reference agencies and fraud prevention agencies. They will add to their records about you, details of our search and your application and this will be seen by other organisations that make searches. We may also disclose to credit reference agencies the details of your agreement, payments made and any default, suspicion of fraud or failure to maintain the terms of the agreement. More information about credit reference agencies and how they use personal information is available at [https://www.equifax.co.uk](#).
- 4.4 We will disclose your personal data when legally required to do so,

- for example at the request of government authorities conducting an investigation. We will also use it to verify or enforce compliance with our policies, for example governing our web site and applicable laws or to protect against misuse or unauthorised use of our web site.
- 4.5 We may use your personal information in accordance with your marketing consent preferences to notify you of products and/or services, offered by ourselves or (only where you have previously provided your explicit consent by way of an "opt-in") of named third parties whose products and services we believe you may be interested in. You may have already opted-out of receiving these marketing communications from us but if not you may do so at any time by clicking the unsubscribe link in the email, or by contacting us after by writing to The Data Protection Manager at **Damart, Bowling Green Mills, Lime Street, Bingley, West Yorkshire BD97 1AD** or by emailing us at [dataprotection@damart.com](#).
- 4.6 Your data remains on file for 6 years after your account is closed whether settled by you or in default.

5. GENERAL

- 5.1 We may transfer all or any of our rights under this agreement.
- 5.2 This agreement is governed by English Law (or the law of Scotland or Northern Ireland if you reside there). This agreement is in English and all communications regarding it shall be conducted in English.
- 5.3 Damart is the trading name of Damartex UK Limited which is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN to provide Consumer Credit under these names. Firm Reference Number 702607.
- 5.4 Damart is a responsible lender and will monitor your individual payment performance on an ongoing basis. If we consider that you are experiencing repayment problems such that it would be irresponsible to offer you further credit we may decline to do so.
- 5.5 We reserve the right to refuse or restrict credit orders.

PLEASE SEND THIS AGREEMENT BACK TO US
but please tear off the copy below and keep it in a safe place

Damartex UK Limited. Registered Office: Bowling Green Mills, Lime Street, Bingley, West Yorkshire BD97 1AD. Company No: 00852773. Registered in England & Wales

TERMS & CONDITIONS OF THIS AGREEMENT

1. BY ENTERING IN TO THIS CREDIT AGREEMENT WITH DAMARTY YOU AGREE THAT:

- 1.1 You accept these terms and conditions.
- 1.2 You have been provided with a full copy of this agreement for consideration before signing together with a copy of the Adequate Explanations and Pre Contract Credit Information.
- 1.3 You are over 18 years of age.
- 1.4 The details you have given are true and complete.
- 1.5 You will inform us as soon as possible of any change in your personal details such as name and home address.
- 1.6 Your signature to this agreement acknowledges receipt of a true copy.
- 1.7 All sums owed under the agreement shall become due and payable immediately if:

1.7.1 We believe you have provided us with any false information when you entered into this agreement.

1.7.2 A statutory demand is served on you, or any other steps are taken by you or any other person, to make you bankrupt.

1.7.3 You commit an act of bankruptcy (e.g. failing to pay a debt pursuant to a court order).

2. YOUR PAYMENT OPTIONS
HOW YOUR PERSONAL ACCOUNT WORKS

- 2.1 Once you have opened your Damart Personal account and signed the credit agreement, you can use your account to order at any time and spread your payments for up to 25 months.
Here is how it works:-

2.1.1 We will provide a statement every month where there is any movement on the account, showing your orders, balances, payments, minimum payment required and payment due date.

2.1.2 You can then choose to pay in full, or by regular monthly instalments. You can pay your account by direct debit, bank transfer, at the bank (some banks may charge if you do not bank with them), cheque, postal order and debit card. Alternatively, you can pay by cash or cheque at the Post Office (fee will be payable).

2.1.3 We reserve the right to vary the duration, interest charge and the minimum payment. We may do this if for example our costs, including the costs of borrowing, increase. Should this be necessary we will give you at least one months notice.

2.1.4 To calculate your approximate repayment,simply divide the cash price of any item by 25, e.g. goods costing £75 could be paid for in 25 instalments of £3 plus service charges. If you repay more than the minimum payment the service charge will be reduced accordingly (written quotations are available on request).

2.1.5 If you place an order which exceeds your credit limit we may contact you to offer you an increase. We can change your credit limit at any time. We will notify you each time you are eligible for a credit limit increase. You can choose how you would like to manage future credit limit increases. You must choose between:

☐ AUTO INCREASE - If you exceed your limit and we offer you a credit limit increase, this will be applied unless you reject it

☐ DO NOT AUTO INCREASE - If you exceed your limit and we offer you a credit limit increase, this will not be applied unless you accept it

☐ DO NOT INCREASE - If you exceed your limit we will not offer you a credit limit increase

You will be able to change these preferences at any time online at [www.damart.com](#).

Note that if you do not submit any preference we will assume that you wish to proceed with the 'DO NOT AUTO INCREASE' option, i.e. if we offer you a credit limit increase this will not be applied unless you accept it. You also ask us at any time to consider increasing your credit limit, or tell us that you would like a lower credit limit. We may not offer you credit limit increases if we are concerned about your ability to repay.

A higher credit limit may increase the risk of taking on too much debt. This may be costly and take longer to pay off.

HOW BNPL WORKS

- 2.2 We may from time to time offer an option to purchase items on BNPL terms for orders of £70 or over (including any postage and packaging costs). Here is how it works:

2.2.1 BNPL Transactions have a Delayed Payment Period of up to 3 months which starts from the date your order is despatched, and ends at the end of the third statement period following the despatch date, when the BNPL Transaction will fall due for payment.

2.2.2 Each BNPL Transaction balance will be charged to your Personal Account when we despatch the order and your credit limit adjusted accordingly. During the Delayed Payment Period, BNPL Transaction balances will not affect the minimum payment payable on your Personal Account.

2.2.3 Interest will accrue at the contractual rate shown above on the outstanding balance of the BNPL Transaction during the Delayed Payment Period and will be applied as a lump sum immediately after the Delayed Payment Period.

2.2.4 You will be sent a monthly statement showing any BNPL Transaction balances and due date for payment, as well as an estimate of interest to be charged at the end of the Delayed Payment Period. If you do not pay the BNPL Transaction balance before the end of the Delayed Payment Period, the BNPL Transaction value and accrued interest will be shown as part of the balance on your Personal Account and will become liable for payment. This means that you will be charged interest on the accrued interest.

2.2.5 Payment for each BNPL Transaction can be made in one full payment, or in multiple partial payments. If you only make part payment of the BNPL Transaction balance during the Delayed Payment Period, interest will only be charged on the remaining BNPL Transaction balance.

2.2.6 Subject to ensuring your minimum payments are up to date, you can direct payments towards a specific BNPL Transaction over the telephone. Otherwise, if you make payment via other methods, or without telling us you want to pay towards a specific BNPL Transaction, your payment will be allocated as per the order listed above (see 'Allocation of payments').

2.2.7 If you take out more than one BNPL Transaction in the same statement period, such BNPL Transactions will become payable on the same due date.

2.2.8 If you return all the items in a BNPL Transaction during the Delayed Payment Period, no interest will be charged at the end of the Delayed Payment Period. If you return some of the BNPL Transaction items, but not all, during the Delayed Payment Period, interest will be charged on the BNPL Transaction balance in respect of the items not returned.

HOW PAY IN 3 WORKS

- 2.3 We may from time to time offer an option to purchase items on Pay in 3 terms. Here is how it works:

2.3.1 Pay in 3 allows you to repay the cost of your order (including postage and packaging costs) over 3 equal monthly instalments commencing four weeks after the date your order is despatched.

2.3.2 Each Pay in 3 Transaction balance will be charged to your Personal Account when we despatch the order and your credit limit adjusted accordingly.

2.3.3 Interest will not be charged on balances qualifying for Pay in 3 provided that

- each of the Pay in 3 monthly instalment payments shown on the previous statement is paid in full by the date it was due. If you do not make a Pay in 3 Payment in full and on time the Pay in 3 offer will cease to apply and interest will be charged on the outstanding balance in accordance with the terms of your Personal Account.
- 2.3.4 You will be sent a monthly statement showing any Pay in 3 Transaction balances, the minimum payments due under the Pay in 3 offer to avoid paying interest and the due date for payment.
- 2.3.5 Payment for each Pay in 3 Transaction can be made in in three equal payments or in full at any time. Subject to ensuring your minimum payments are up to date, you can direct payments towards a specific Pay in 3 Transaction over the telephone. Otherwise, if you make payment via other methods, or without telling us you want to pay towards a specific Pay in 3 Transaction, your payment will be allocated as per the order listed above (see 'Allocation of payments').
- 2.3.6 If you take out more than one Pay in 3 Transaction in the same statement period, such Pay in 3 Transactions will become payable on the same due date.

3. CUSTOMER SERVICE AND COMPLAINTS PROCEDURE

- 3.1 If you have a complaint relating to the operation of your Damart personal account please do so by contacting us by any of the following methods:
 - email us at [customersatisfactionteam@damart.com](#)
 - call us on 0330 123 5429
 - Visit our website [www.damart.co.uk](#)
 - contact us at the address as detailed in section 4.5.
- 3.2 If you are not satisfied with our suggested resolution or if eight weeks have passed since you first brought your complaint to our attention, you have the right to refer your complaint to the Financial Ombudsman Service, unless you are business debtor, in which case you may not have this right. If you want the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued by us. You can write to them at: The Financial Ombudsman Service, Exchange Tower, London,E14 9SR
- 3.3 Alternatively you can phone 0800 023 4567. Further helpful information can be obtained from visiting the Financial Ombudsman Service website at: [www.financial-ombudsman.org.uk](#) You can also find out more information here, [https://ec.europa.eu/consumers/odr/](#)

4. DATA PROTECTION

- 4.1 When applying for a Damart personal account you should have been provided with a copy of our Privacy Policy (available at [https://www.damart.co.uk/privacy-policy](#) or by contacting us using the details at 4.5 below), which explains how and why we acquire and use your personal information in accordance with the Data Protection Act 2018.
- 4.2 The personal information we collect about you is used by us to verify your identity, undertake credit assessments to inform our lending decisions, manage your account and to make collections. We may also use it to contact you in relation to this agreement (or for marketing purposes in accordance with your preferences) by post, email or telephone.
- 4.3 In considering whether to enter into this agreement, we may search your record at credit reference agencies and fraud prevention agencies. They will add to their records about you, details of our search and your application and this will be seen by other organisations that make searches. We may also disclose to credit reference agencies the details of your agreement, payments made and any default, suspicion of fraud or failure to maintain the terms of the agreement. More information about credit reference agencies and how they use personal information is available at [https://www.equifax.co.uk](#).
- 4.4 We will disclose your personal data when legally required to do so,

- for example at the request of government authorities conducting an investigation. We will also use it to verify or enforce compliance with our policies, for example governing our web site and applicable laws or to protect against misuse or unauthorised use of our web site.
- 4.5 We may use your personal information in accordance with your marketing consent preferences to notify you of products and/or services, offered by ourselves or (only where you have previously provided your explicit consent by way of an "opt-in") of named third parties whose products and services we believe you may be interested in. You may have already opted-out of receiving these marketing communications from us but if not you may do so at any time by clicking the unsubscribe link in the email, or by contacting us after by writing to The Data Protection Manager at **Damart, Bowling Green Mills, Lime Street, Bingley, West Yorkshire BD97 1AD** or by emailing us at [dataprotection@damart.com](#).
- 4.6 Your data remains on file for 6 years after your account is closed whether settled by you or in default.

5. GENERAL

- 5.1 We may transfer all or any of our rights under this agreement.
- 5.2 This agreement is governed by English Law (or the law of Scotland or Northern Ireland if you reside there). This agreement is in English and all communications regarding it shall be conducted in English.
- 5.3 Damart is the trading name of Damartex UK Limited which is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN to provide Consumer Credit under these names. Firm Reference Number 702607.
- 5.4 Damart is a responsible lender and will monitor your individual payment performance on an ongoing basis. If we consider that you are experiencing repayment problems such that it would be irresponsible to offer you further credit we may decline to do so.
- 5.5 We reserve the right to refuse or restrict credit orders.

THIS IS YOUR COPY
please keep it in a safe place

Damartex UK Limited. Registered Office: Bowling Green Mills, Lime Street, Bingley, West Yorkshire BD97 1AD. Company No: 00852773. Registered in England & Wales