

## TERMS AND CONDITIONS

**1 Interpretation.** In this agreement, 'we', 'us' and 'our' means Ikano Bank AB (publ). 'You' and 'your' refer to the person's name and address details as indicated on the credit agreement. 'Retailer' means any person or company which accepts the card as a payment for goods.

**2 Instant credit.** Instant credit gives you the opportunity to use your card account immediately before we give you a card. If we offer you instant credit, you may only use it after you have signed the application form and credit agreement. You can spend up to the credit limit we give you. If you decide to use instant credit you must still keep to all the conditions set out below. If we send you a card all the conditions below will apply.

**3 The card.** You must sign your card as soon as you receive it and must not allow anyone else to use it. The card will remain our property and we can ask you to return it at any time. We may also send you a replacement card at any time and change the number of your account for security purposes. Whenever you use your card you must sign a sales voucher and/or provide any other proof of your identity which may be required. If you do not do this, you will still be responsible for paying all amounts charged to the account. You can offer your card to pay for goods or services in any of the Retailer's stores in the United Kingdom and in other stores we tell you about. If the Retailer operates concessions in department stores these may not accept the card. We will notify you in writing if or when this changes. If a store where you have used the card gives you a refund, they must send us a voucher or other proof of the refund. We will then take the amount of the refund off the total amount you owe on your account. When a Retailer asks us to authorise a transaction, we take other transactions we have authorised into account. We may decline transactions that would put you over your credit limit, or if we reasonably believe that you are in or approaching financial difficulty, or where there is a legal / regulatory or fraud prevention reason for doing so or if the transaction is for business purposes.

**4 Extra cards.** If you apply, we may provide extra cards for other people you name. These people must sign their cards as soon as they receive them. You will be responsible for these cards and for any debts run up by the people using them. You can cancel the cards at any time, but you will be responsible for them until you return them to us.

**5 Loss, theft or misuse.** If a card is lost or stolen, you must call us immediately on 0371 781 3055\*. If your card is lost, stolen or misused by someone without your permission you may have to pay up to £50.00 of any loss to us. You will not be liable for losses as long as you contact us immediately. If it is misused with your permission you will be liable for ALL losses.

**6 Credit limit.** We will set your credit limit and let you know what it is. We may review this limit at any time. Where the limit is decreased we will inform you and we will give you at least 30 days notice before increasing the limit. We will not increase your credit limit if you have advised us that you do not want us to do so, or if you are at risk of financial difficulties. You must not spend more than your credit limit. If you do, you must pay us the amount you have overspent when we ask for it. If you ask us to increase your credit limit, and we do, the increased limit may apply immediately. If we have provided extra cards for other people you have named, you must all share one credit limit. If you ask us to reduce your credit limit we will do so. In this case you must ensure your balance is not in excess of the reduced limit. You may not hold a credit balance on your account.

**7 Statements.** We may send you a statement, or make one available to you electronically, every month if you owe us money. If you do not, you will receive a statement when you next use your card. Your statements will show all the money you have paid into your card account, all the money you have spent using the card, any refunds and charges, and any amounts which are subject to a promotional rate. If you do not receive a statement, you will still have to pay any interest we charge if you do not pay the total balance on your account on time when we next send you a statement. We may decide to change when and how often we send your statements. If we are going to do this, we will write and tell you. We may charge for providing paper statements or for providing any copy statements on paper or by e-mail.

**8 Interest and charges.** We will charge interest as described overleaf. We add the interest to your account on the day we produce your statement. We may change the rates of interest we charge but we will always let you know, in writing, at least 30 days before we do this. We may charge you for handling your account to reflect our costs. We may vary charges and introduce new ones to reflect changes in our costs in a reasonable and proportionate manner. See also Condition 19. Charges will be specified on your statement. You authorise us to add these charges to your account. You can ask for details of these charges. If there is a credit balance on your account for more than 3 consecutive months we may, at the end of this period, charge a fee of up to £10. The fee will not exceed the amount of the credit balance and will not be charged more frequently than every 3 months.

**9 Payments.** Every month, you must pay at least the minimum payment amount set out on your statement. Your statement will also give you a deadline for paying this amount. You must pay on time. Unless we tell you differently, you should make your payment according to the instructions on your statement. We will not be responsible for payments lost in the post.

**10 Extra services.** From time to time we may provide extra services, for example cash advances or payment holidays for one or more months. If we do allow you not to make a payment for a period of time, we will still charge interest. As we process payments automatically, we may accept partial payments marked payment in full or other similar language without losing our right to claim full payment.

**11 Change of contact details.** You must notify us immediately if any of your details are incorrect or you change any of your contact details we hold, for example, address, contact telephone number(s) or e-mail address. If you do not tell us of a change to your contact details, you will be liable for our reasonable costs in tracing you.

**12 Passing on information.** We can pass on information about your account to anyone if it will help us to carry out our business including companies based outside the European Economic Area (EEA). We will make sure that any information released outside the EEA will have the same level of protection as in the EEA. In particular, we may need to pass on information to anyone you ask us to give an extra card to and to our agents and sub-contractors. We may also pass information to other companies in the group of companies we belong to and credit reference agencies who contact us. See also the "Your Information" section.

**13 Liability.** We are not responsible if a store refuses to accept your card. We are not responsible if we cannot provide the services you expect from your card because of events over which we have no reasonable control, including mechanical breakdowns and industrial disputes. We may be responsible if you use your card to buy goods or services at a store and they do not match their description, or if the contract of sale is broken by the store. You cannot use a claim against a supplier as a reason for not making payments to us unless you have a legal right to do so.

**14 Closing and suspending your account.** You can close your card account at any time by writing to us and paying off everything you owe. You must also return all of the cards which you and other people hold for your account. We can terminate this agreement (a) as described in Condition 15 and/or 16 or (b) after giving at least 60 days notice in writing. We can also terminate, suspend or restrict your right to use the card at any time. We do not have to give you any warning before we do this. We will tell you in writing before or immediately afterwards, setting out the reasons for doing this. We will only do this for objectively justified reasons, which may include:

- We have concerns about fraudulent or unauthorised use of the card, or;
- There is a significantly increased risk of your being unable to fulfil your obligations to make payments to us, or;
- We have taken a decision (acting as a prudent financial institution) to reduce or close all or any part of our business, or;
- You have not used your card within the last 12 months. We need not give written notice if doing so is prohibited by law or is likely to prejudice the prevention or detection of crime, the apprehension or prosecution of offenders or the administration of justice. You must pay off everything you owe and return all of the cards which you and other people hold for your account. We may also ask you to refund all reasonable costs we pay to get back the money you owe and the cards.

**15 If you break this agreement.** If your payment is late or you spend more than your credit limit, we can ask you to bring your payments up to date or repay the amount you have gone over your credit limit immediately. If you do not, we may ask you to pay everything you owe immediately. We may then close your account and end this agreement. See Condition 16.

If we agree to loosen the terms of this agreement for a time, for example by allowing you more time to pay, we may at any time enforce the terms strictly again. We can ask you to refund all reasonable expenses that we have to pay if you break this agreement. We may add these costs to your account. If you find yourself in financial difficulties, you should let us know as soon as possible. The sooner we can discuss your financial problem, the sooner we can find a solution. We can also tell you where you can get free advice about how to handle your debt.

**16 Default.** We may demand repayment of the full amount you owe us if:

- You fail to pay on its due date any amount payable to us under this agreement; or
- You fail to comply with any of the other terms of this agreement; or
- We discover that any material information which you provided in the course of applying for the card is incomplete, inaccurate or untrue; or
- You become insolvent or any steps are taken by or against you for your bankruptcy or any proposal is made for a voluntary or other arrangement or composition with, or assignment for the benefit of, all or any of your creditors; or
- You die.

Before demanding full repayment, where prescribed, we will send you a notice under the Consumer Credit Act 1974. You may be liable for costs reasonably and properly incurred if we take any action against you to recover any amount under the agreement.

**17 Enforcement.** If we do not enforce, or delay in enforcing, any of these terms, this will not affect our right to enforce that or any other term under this agreement at the time or in the future.

**18 Transferring our rights and / or obligations.** We may assign or transfer our rights and / or obligations under this agreement to any bank, financial institution or company and may disclose your personal information to any bank, financial institution or company to whom we may assign or transfer those rights and / or obligations. Your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

**19 Changes to this agreement.** We can change this Agreement including these Terms and Conditions including, for example the credit limit, the interest rates, the amount of your minimum monthly payment, our charges and fees, and may change any extra services we provide. If the change is to your disadvantage, we will tell you about it at least 30 days before we make the change, but this does not limit our rights in Condition 14 to suspend or restrict usage. At any time up to 60 days from the date we notify you, you may, without notice, close your account without having to pay any extra charges or interest for doing this. If the change that led to the closure is an increase in interest rate, we will allow you a reasonable period to pay down the outstanding balance at the existing rate.

**20 Promotional offers.** From time to time we may provide promotional offers. These may include special rates of interest on specific transactions (for example, purchase of particular goods at specific retail stores or at specific times) the right to defer payments for a period (this may, but does not have to be, limited to particular transactions). We may withdraw any promotional offer if you do not keep to these Terms and Conditions.

**21 How to contact us.** You can write to us at Customer Services, Ikano Bank AB (publ), PO Box 10081, Nottingham NG2 9LX. Or you can call us on 0371 781 3055\*. Contact details can also be found on our website [www.ikano.co.uk](http://www.ikano.co.uk).

**22 The Lending Code.** Ikano Bank AB (publ) is a member of the Finance and Leasing Association (FLA) and follows the FLA Lending Code. This code sets out standards of good practice for the finance industry and provides you, the customer, with reassurance that you are dealing with a reputable organisation. Copies of the FLA Lending Code are available upon request from us or via [www.fla.org.uk](http://www.fla.org.uk).

**23 Complaints procedure.** Ikano Bank AB (publ) has a complaints procedure which aims to resolve customer issues, a summary of which is available on request. If the complaint is not resolved using this process you are entitled to refer the matter to the Financial Ombudsman Service [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**24 Law.** This agreement is governed by the laws of England and Wales which will also govern the relationship between us and you before the conclusion of this agreement. The courts of England will have non-exclusive jurisdiction for any related disputes. The language of the contract is English.

**25 Supervisory authority.** Although the Financial Conduct Authority is the supervisory authority under the Consumer Credit Act, Ikano Bank AB (publ) is an EEA authorised firm in the UK on the Financial Conduct Authority register, and is authorised in Sweden by Finansinspektionen - the regulator for banks in Sweden.

## YOUR INFORMATION

We will use your information as described in our Privacy Notice, a copy of which has been made available for you to read and which is also available at <https://ikano.co.uk/ikano-finance-privacy-notice>. A copy of your agreement will be filed by us. You have a right under the Consumer Credit Act 1974 to request a copy of the agreement. You may be charged a fee for this service.

The Warehouse Card is a trading name of Ikano Bank AB (publ), which is registered with branch number BR016253. The registered office of the UK branch of Ikano Bank AB (publ) is Waterfront House, Waterfront Plaza, Station Street, Nottingham, NG2 3DQ. The trading name is used by agreement with Warehouse Fashions Ltd. The details included in these Terms and Conditions are correct at time of going to press.

\*Calls cost the same as a standard '01' or '02' landline number, even when calling from a mobile. Calls are also included in any bundled minutes or free talk time that covers landline calls. Where calls are made outside of a bundle you will be charged at national rate. Calls may be recorded for training and monitoring purposes.



Creditor: Ikano Bank AB (publ), Waterfront House,  
Waterfront Plaza, Station Street, Nottingham NG2 3DQ

Credit Intermediary: Warehouse Fashions Limited, 6th  
Floor, 1 Oliver's Yard, 55-71 City Road, London EC1Y 1HQ

All applications are subject to status. For office use only

Account no.  Application I.D.   
 Store no.  Staff No.   
 I.D Type  I.D Number

**YOUR DETAILS** Title  First Name   
 Middle Initial  Surname   
 Marital Status:   
 Date of Birth    Number of dependants

**CURRENT ADDRESS** Postcode  Flat  House Number/Name   
 Street   
 District   
 Town   
 County  Time at current address: Years  Months

**PREVIOUS ADDRESS** - if less than 2 years at current address  
 Postcode  Flat  House Number/Name   
 Street   
 District   
 Town   
 County  Time at previous address: Years  Months

**CONTACT DETAILS** Home No. (inc STD)  Mobile No.   
 Work No. (inc STD)

**DON'T MISS OUT!** - Be the first to hear about offers, updates and new product information  
 Email Address

**RESIDENTIAL STATUS**

**YOUR CARD DETAILS** Please indicate the number of cards held: Credit card (1)  Debit card (2)  Store card (3)

**GROSS ANNUAL INCOME**

**EMPLOYMENT STATUS**

Do you want the option of paying amounts owing on your card by Direct Debit? Tick the box to receive details of how to set this up when your new card is received.

This Agreement has no fixed or minimum duration. We can however terminate or suspend your account - please see Conditions 14 and 15. When your account is opened this card can be used to pay for goods or services up to the value of your credit limit at permitted Retailer stores or online.

An initial credit limit of £  (A) has been set. We may vary the credit limit under this Agreement from time to time to such sum as we may determine and we will provide you with written notice of any changes.

Interest will be charged at the standard rate on all purchases and other items outstanding on your account as set out below.  
 APR: 29.9% variable, Standard annual rate of interest: 26.4% variable.

Total amount payable £  (B).  
 In calculating the APR no account has been taken of any charges we may make to the interest rate(s) either generally or for specific special promotional periods or other charges which we are allowed to charge you under this Agreement upon giving you written notice as detailed in Condition 8. In calculating the APR and the total amount payable, we have assumed that an amount up to your initial credit limit is drawn down in full at the start of the agreement and is repaid within 12 equal monthly amounts comprising capital and interest (at the rate set out above) with no further use of the card. We have not applied any promotional rate for this purpose.

We may change the rates of interest on your account as set out in Condition 8, and withdraw promotional rates, but we will let you know, in writing, at least 30 days before doing this. We will tell you how this will alter your minimum payment amount. Where the interest rate is being increased you will have 60 days following our notice to you to close your account. If you do this you must pay the outstanding balance at the existing rate within a reasonable time agreed by us.

**PAYMENTS:** Every month, you must pay at least the minimum amount by the deadline set out on your statement. Your minimum payment will be the total of (i) 4% of the amount charged to your card or £4, whichever is the greater, plus (ii) any default fees and charges applied. Payments you make will be allocated to pay off fees and charges, then interest, then standard purchases and finally to promotional purchases. For all payments of the same type, we will apply your payments to your account so that the oldest transaction (based upon the date the transaction is applied to your account) is paid off first. If you do not pay the balance in full we will charge you interest from the date of the transaction until the date that the whole amount you owe us is repaid.

**CHARGES:** Default Charges: £12 or such other amount as we may notify you of for late payments, cheques marked refer to drawer, unpaid direct debits and for exceeding your agreed credit limit. You may also have to pay any other reasonable costs we incur or loss we sustain as a result of your breach of this Agreement.

Credit card payments are only accepted at our discretion and we may make a charge to reflect our reasonable costs, which we will notify you of before accepting payments. We may also charge for certain services we provide as described in Conditions 6, 7 and 8. We may vary charges as described in Condition 8. Interest will also be charged on late payments at the standard rate as described above.

**MISSING PAYMENTS:** Missing payments or paying less than the minimum amount could make obtaining credit more difficult in the future and have severe consequences which include (a) registering of a default against you at credit reference agencies and (b) possible legal proceedings against you.

**RIGHT OF WITHDRAWAL:** You have the right to withdraw from the credit agreement before the end of 14 days beginning with the day after the day on which we tell you the agreement is made. You need not give any reason for withdrawing from the Agreement. You may exercise your right verbally by telephone on 0371 781 3055\*, or in writing to us at Customer Services, Ikano Bank AB (publ), PO Box 10081, Nottingham NG2 9LX and you will then have 30 calendar days to repay any outstanding balance which will include interest.

Where you have used your card before you look to withdraw, we will inform you, without delay of the interest payable in total and per day. If you inform us verbally we will tell you how and when you must pay during our call with you. If you notify us in writing, we will provide this information in writing to you.

**EARLY REPAYMENT:** You may repay your outstanding balance in full or in part at any time provided that your part payment exceeds the minimum payment required in any given month. Each month we will send you a statement detailing your outstanding balance and you may pay any amount between the minimum payment and the full outstanding balance using one of the payment methods detailed on your statement.

**YOUR RIGHTS:** You may have a right to sue the supplier, us or both if you have received unsatisfactory goods or services paid for under this Agreement costing more than £100 and not more than £30,000. You can close your card account at any time by writing to us and paying off everything you owe.

**IMPORTANT:** Please see the terms and conditions overleaf which apply to and form part of this agreement.

**YOUR INFORMATION**  
 We will use your information as described in our Privacy Notice, a copy of which has been made available for you to read and which is also available at <https://ikano.co.uk/ikano-finance-privacy-notice>

**CUSTOMER DECLARATION & CONSENT** I confirm that all the details given in the application are true and complete and that I am over 18 years of age. Details may be verified. I also confirm that I have had the opportunity to read the Privacy Notice and I agree that you can use my information in the way described. This is a Credit Agreement regulated by the Consumer Credit Act 1974. By ticking the signature box below you are signing this agreement and agree to be legally bound by its terms.

Customer Signature   
 Date of signature

Signed for and on behalf of Ikano Bank AB (publ):  
  
 Date of signature