

PARTNERSHIP CARD

Important information

John Lewis
FINANCE

CREDIT CARD AGREEMENT

Regulated by the Consumer Credit Act 1974

In this agreement:

'We' are John Lewis Financial Services Limited, 8 Canada Square, London E14 5HQ.

'You' are [].

You must tell us immediately if your name, address, telephone number or email address change. The agreement is made up of the key terms and the additional terms.

John Lewis plc trading as John Lewis Finance, 171 Victoria Street, London SW1E 5NN (authorised by the Financial Conduct Authority, register number 724309) may have acted as credit intermediary in connection with this agreement.

Key terms

How much can you borrow?

You can borrow up to the credit limit. Your current credit limit is shown on the letter we send you with your card and on each statement we send you. We can change your credit limit from time to time and will tell you if we do this.

How much do you have to pay each month and when?

We will give you a statement each month showing the minimum payment for that month (we may not give you a statement if you do not need to make any payment). The minimum payment will be the higher of:

- a. The sum of (a) interest for the period from the last statement, (b) any default charges, and (c) 1% of the full amount you owe as shown on your monthly statement (not including interest and default charges).
- b. 3% of the full amount you owe as shown on your monthly statement (including interest and charges).
- c. £5.

For example, if the amount you owe on the statement date is £450 including £15 interest, and £12 charges, **a.** will give the highest amount so the minimum payment will be £31.23 (£15 (interest), £12 (charges) and £4.23 (1% of £423)), **b.** would be £13.50 (3% of £450).

If you owe less than £5, you must pay the full amount you owe (e.g. if you owe £2.50 that will be the minimum payment).

The minimum payment must reach us by the due date shown in your statement. This will be 25 days from your statement date. You can always pay more than the minimum payment to reduce the amount of interest you have to pay. Information about how to make sure payments reach us on time is on the back of the statement.

You must also pay immediately the amount of any missed payments and the amount you owe above the credit limit. If you pay by Direct Debit we will collect these amounts with your minimum payment if you have not paid them already.

You can ask us to collect payments from you (e.g. by Direct Debit). You can choose how much you want to pay each month as long as it is not less than the minimum payment. You must try not to pay into the account more than you owe us. We will refund any credit on your account. We will not normally allow you to spend it.

How much does it cost to borrow?

Introductory rates and charges

Introductory interest rates or charges will apply for the period set out below if you qualified for them when you applied for the card.

Transaction type	Annual interest rate	Charge	Period
Purchases	0%	N/A	9 months after account opening
Balance transfer	0%	2.9% min £5	18 months from account opening

We may make other promotional rates and charges available in the future. If we do we'll tell you. We'll also tell you when an introductory or promotional rate is about to end.

Standard rates and charges

In all other cases (and after the end of an introductory or promotional period) our variable standard rates and charges apply. Our current standard rates and charges are set out below.

Transaction type	Annual interest rate	Charges added to the account with the transaction
Purchase	18.9%	0% for a purchase in Sterling
Balance transfer	18.9%	2.9% of each balance transferred (minimum £5)
Cash or cash related payment	23.9%	2.5% of the cash or payment (minimum £2.50)

We charge interest from the date each transaction or charge is added to your account until the amount you owe us has been repaid in full. We work out interest on a daily basis and add it to the account on your monthly statement date. If you pay at least the minimum payment each month you will pay off all the interest added to the account that month but, if you don't, we will charge interest on that interest as well as on transactions added to your account.

There are two exceptions to this. We do not charge any interest on default charges. We also do not charge interest on any purchases shown in a statement if you repay the full amount you owe us on that statement date by the next payment due date.

This means that if, for example, you repay in full the amount shown in your July statement by the payment due date in August, we will not charge interest on any purchases added to your account and shown in your July statement. However, even if you don't use your account at all after the July statement date, there may still be 'trailing' interest shown in your August statement. This will be interest we have charged:

- on any cash advances or balance transfers in your July statement (because we always charge interest on cash advances and balance transfers); and
- on any amounts carried over from your June statement.

If you pay the trailing interest in full in September we will not charge any further interest on the account.

Non-Sterling transaction charges

Transaction type	Charges added to the account with the transaction	Exchange rates for the day the transaction is converted into Sterling
Purchase and Cash or cash related payment	2.75% of the transaction in Sterling. These charges are in addition to other charges (for example a cash transaction in Euro will have two charges).	The card schemes use wholesale market rates. You can find the current exchange rates by visiting www.mastercard.com/global/currencyconversion/index.html or calling Partnership Card Services on 0345 300 3833

Default charges

Reason	Charge	Added to the account
For paying late	£12	On the date you should have made the payment
For going over the credit limit (even if we permit it)	£12	When you go over the limit
For payments which are returned unpaid	£12	When your bank tells us it can't make the payment
For enforcing repayment, including legal and tracing costs	Our reasonable costs	When we apply for enforcement

APR 18.9 % variable

Total amount payable - £1315.82

We do not know when this agreement is made how much you will actually pay, or the cost, because this depends on how much you borrow, how quickly you repay it and whether we make any changes to interest rates or charges or other terms (e.g. if we increase the minimum monthly payment). For this reason, regulations require us to assume when we work out the APR and total amount payable that the credit limit is £1,200, you spend the full amount on a purchase when the account is opened and you repay it, with interest at the standard rate for purchases stated in this agreement, by 12 equal monthly payments.

Can we change the cost of borrowing or any other terms?

Changes to terms that are personal to you

If we change our view of your ability to repay us because of information we get from credit reference agencies or the way you manage the account (for example because you often pay us or other lenders late), we may change the rates that apply to you (unless we are aware that you're at risk of financial difficulties) and we may reduce your credit limit.

Other changes to the credit limit

From time to time we may tell you that a higher credit limit is available to you and you can ask us to consider giving you a higher credit limit. You can also contact us at any time to tell us:

- you'd like a lower credit limit;
- you don't want to receive any future credit limit increases; or
- never to increase your credit limit without you expressly agreeing to the increase.

A higher credit limit may offer greater flexibility and convenience to meet your financial needs but it may also increase the risk of borrowing too much, which could be expensive or take a long time to pay off. You should carefully consider whether you need a higher limit.

Changes to rates, charges and other terms for particular reasons

We may also:

- increase or decrease rates and charges to take account of an actual, or reasonably expected, change in the interest rates we have to pay for example as a result of a change to the Bank of England Base Rate; or
- increase or decrease our rates and charges and change any other terms to reflect an actual, or reasonably expected, change in our underlying costs or in law or regulation or to our way of doing business, including the introduction of new technology;
- change any term to reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you.

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.

Other changes

As this agreement has no fixed end date, we may also change rates and charges and other terms for reasons that we cannot predict at the outset.

Telling you about changes

At least 30 days before we make any change we will tell you about the change and how it will affect you. We will do this 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 any secure storage facility we provide online.

Your rights when we tell you about changes

If you do not want to accept any change we tell you about, you can end the agreement without charge (in fact you can end the agreement at any time). The change will still apply until you have paid everything you owe us. However, if the change is an increase to an interest rate, you can repay what you owe us at the unchanged interest rate if you tell us within 60 days of notice of the increase that you do not want to accept the higher rate.

When will the agreement begin and end?

The agreement will begin when we have opened the account linked to your card. The agreement does not have a fixed end date but you and we can end it as explained below. You will normally be able to use the account when we have sent you a card.

How do we deal with your information?

Your privacy is important to us.

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.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. A copy of our Privacy Notice is available separately and we will inform you when we make any changes to it. You can find a copy at johnlewisfinance.com/privacy or you can call us and ask for a copy.

Can you change your mind?

You can withdraw from this agreement (without giving any reason) by giving us written notice or calling within 14 days, starting the day after we confirm that we have signed the agreement. To tell us that you want to withdraw, please use the details under **Important Information** below.

You must repay the amount you have borrowed within 30 days, starting the day after you tell us that you want to withdraw, with interest at the relevant rate or rates up to the date you repay. If you ask us we will tell you how much interest is payable per day. Information about how to pay is available on our website or by calling us.

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

If you purchase any item of goods or services costing between £100 and £30,000 using credit under this agreement you may have a right of redress 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.

What could happen if you miss payments?

Missing payments could make it more difficult to obtain credit and result in legal action or bankruptcy proceedings to recover any debt owed under this agreement.

Additional terms

1. Who can use the account and how?

- 1.1 You, and any person you have asked us to give an additional card to, can use the account for the following types of transaction:
 - a. To make a purchase (including a purchase of payment protection insurance through us). If you purchase travellers cheques or foreign currency from a John Lewis Partnership store we treat these as a purchase and not a cash advance.
 - b. To obtain cash or make a cash related payment (such as buying travellers cheques or foreign currency other than from a John Lewis Partnership store, placing a bet (or for some other gambling payment), purchasing money orders or transfers made at your request). We will tell you if there is a limit on the amount of cash you can withdraw each day.
 - c. To 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 must tell us at least 3 working days before you want us to make a balance transfer.
- 1.2 If you ask us to make a balance transfer and the payment does not arrive by the working day after we send the payment from your credit card account, you can ask us to contact the receiving bank and to ask them to treat the payment as if it had been made on time.
- 1.3 We will cancel an additional card when you tell us to. We do not have an agreement with any additional cardholder so we cannot give them any information about the account (unless you authorise us to) and you are responsible for use of the account by an additional cardholder, including any use that makes you break this agreement. For example if an additional cardholder makes a payment that takes the amount on the account over the credit limit you will be liable.

2. How do you authorise payments?

- 2.1 When you, or an additional cardholder, make a transaction it must be authorised before we can charge it to your account. You or the additional cardholder will need to provide the card or the card number and will be told the additional steps needed to authorise the payment (except for some low value contactless payments). This could be by signing a paper, or electronic, document, by using the personal identification number (or PIN), biometric data (such as finger print) or other security details we may agree from time to time.
- 2.2 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. You must therefore tell us immediately if you do not recognise a transaction charged to your account and shown in your statement. You and any additional cardholder must not:
 - a. use the card or account for any illegal purpose (or allow anyone else to do so); or
 - b. go over your credit limit.

When working out whether a transaction you want to make is within your credit limit, we take account of transactions which we have already authorised but have not yet charged to the account. For example, if you have £150 left within your credit limit and we give a hotel authorisation for a payment of £100, we may not allow more than £50 to be spent on the account until the authorisation is cancelled.

- 2.3 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 using the contact details set out below. You will not be liable for (and we will immediately refund) any other transactions not authorised by you or an additional cardholder, including transactions made with the card or card number remotely (for example by the Internet, phone or mail order).

3. When will we give refunds for payments you have authorised?

- 3.1 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. Until then we will charge the relevant rate of interest on the purchase.

- 3.2 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, as long as 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 ten days of the date that we have all the information we need to make a decision.
- 3.3 You can't ask for a refund where you or the additional cardholder gave consent for the transaction directly to us and we or the retailer provided information about the transaction (or made it available) at least four weeks before the payment was made.
- 3.4 If you give us the wrong details for a balance transfer or cash related 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).

4. Can you stop payments you have authorised?

- 4.1 You can cancel payments which are due to be made on a future date (for example, if you set up a regular payment such as a recurring transaction or a continuous payment authority) by contacting us by the end of the business day before the payment is due to be made (normally 5pm). You must also contact the retailer to tell them you have cancelled the payment.
- 4.2 You cannot cancel any other transaction after you or an additional cardholder have authorised it (for example, it's not possible to cancel a cash withdrawal or payment for goods or services provided at the time of payment).

5. Can we refuse to authorise a transaction or suspend your right to use the account?

- 5.1 We may refuse to authorise a transaction and cancel or suspend use of the account and refuse to replace or reissue a card if authorising the transaction would cause a breach of this agreement or put us in breach of any legal requirements that apply to us or we reasonably:
- believe that there is a significantly 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);
 - 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.

You may be asked for further information, including verification of your identity, when we are asked to authorise a transaction.

- 5.2 We will tell you if we refuse to make a balance 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 under Important Information.
- 5.3 We are not responsible if a retailer or supplier refuses to accept your Card.

6. How do we apply payments?

If the amount you pay in a month is less than the full amount you owe, we will apply the amount you pay in the following order:

- any unpaid arrears or amounts over the credit limit;
- the amount you owe us and shown in your statement;
- any transactions, interest or charges not yet included in a statement.

We will apply your payment first to amounts on your account which we charge at the highest interest rate followed by amounts we charged at lower rates. In each case, interest and charges are paid off first.

If some amounts are charged at the same interest rate, we will apply your payment to the oldest amounts first.

7. Payments into your account by mistake or fraud

- 7.1 If we make a payment into your account by mistake or as a result of a systems error, we'll automatically take the amount out of your account. If we suspect a payment into your account was the result of fraud, we'll remove it.
- 7.2 If we're told that a payment from within the European Economic Area (EEA) was made into your account by someone else's mistake (for example if the payer gave the wrong account number), but, when we contact you, you tell us the payment was intended for you, we are legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.
- 7.3 In all other cases we'll tell you about it and, depending on how long ago the payment was made into your account, we'll either give you time to show us that it was intended for you before we return it or we'll get your consent. During this time we'll make sure you can't use the payment (we might do this by taking the amount out of your account or by limiting access to the amount on the account).

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

You must:

- a. take all reasonable precautions to prevent the account from being used for fraud (when we send a card to you or an additional cardholder we will tell you what precautions you can take, for example not keeping your PIN or passwords with the card or making it easy for someone else to find them);
- b. tell us immediately using the contact details below 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);
- c. if we ask, make sure all cards issued on your account are destroyed immediately; and
- d. co-operate with us and the police to investigate any unauthorised transactions.

9. Using a third party provider (TPP)

- 9.1 A TPP is a third party service provider that's authorised by or registered with the FCA or another EEA regulator or otherwise permitted by law to access information and make payments on online payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has your permission to do this.
- 9.2 An EEA regulator is a regulator in a member state of the European Union, Iceland, Liechtenstein or Norway.
- 9.3 If you choose to use a TPP, the terms of this agreement will still apply. We'll give the TPP access to account information and you'll be able to make the same payments through the TPP that you would be able to make if you were dealing with us online. Account information will include details about who you make payments to and receive payments from. This might contain some sensitive personal information, for example, if you pay a Trades Union or Church membership subscription from your account.
- 9.4 Although you must not, generally, give your security details to anyone else, you may give them to a TPP if it's necessary to allow them to provide their services to you. We may refuse to allow a TPP to access your account if we are concerned that the TPP is acting on an unauthorised or fraudulent basis. We'll tell you if we do this (unless doing so would compromise our reasonable security measures or would otherwise be unlawful).
- 9.5 You must check from the information provided to you by the TPP that they are authorised. If you give your security details to an unauthorised third party, we'll assume it's you that is authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result. If we are aware that an unauthorised third party is using your security details, we'll block access to your accounts.
- 9.6 If you think a payment made through a TPP was unauthorised or incorrect you must call us as soon as you can.

10. How and when can this agreement be ended?

Ending the agreement on notice

10.1 You can end this agreement at any time and without charge by giving us notice. We can end the agreement by giving you 2 months' notice in writing. In either case, you (and any additional cardholder) must stop using the account. The agreement will continue until you have repaid everything you owe.

Ending the agreement for breach

10.2 If:

- a. you repeatedly fail to pay minimum payments on time or go over your credit limit; or
- b. we find that any information you provided as part of your application was materially incorrect or misleading; or
- c. you are declared bankrupt or have similar proceedings taken against you; or
- d. we reasonably suspect any fraud or other criminal activity in connection with this agreement and/or any other facility or account that you have with us;

we can:

- i. demand immediate repayment of the amount you owe on the account;
- ii. 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);
- iii. restrict access to credit on other accounts you have with us or other members of the HSBC Group (such as an overdraft or other credit cards);
- iv. 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
- v. 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 opportunity to fix the problem before taking any of these steps (unless the problem cannot be fixed).

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

11. Can we transfer our rights and obligations under this agreement?

We may transfer our rights and our obligations under this agreement to a third party, including information about you and how you have managed your account which the third party needs to know. We will tell you if we do this.

12. 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:

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

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

We will not be liable for any loss due to:

- a. 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
- b. a retailer or cash machine retaining, or not accepting, your card, or the way in which this is conveyed to you.

14. Information we need from you and when we can disclose information about you?

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't give it to us, or if we suspect fraudulent or criminal activity of any kind

- a. you might not be able to carry on doing some or all of your banking with us anymore;
- b. we might try to get it from another source, ourselves; or
- c. we could block or close your account(s).

It's up to you to make sure the information you give us is accurate and up to date. And you must tell us if anything changes, within 30 days.

We'll use your information as explained in our Privacy Notice. In addition, we'll give it to others if we're compelled to do so by law, we've a public duty to disclose it, we need to disclose to protect our own interests (for example in any legal proceedings) or if we have your specific agreement. For example, if we believe you may have tax obligations in other countries, we may have to disclose information about you directly to HM Revenue & Customs or other local tax authorities.

15. Tax compliance

It's up to you to meet your tax responsibilities in the UK and any other countries where this arises. This relates to the opening and use of accounts and services provided by members of the HSBC group. Some countries' tax laws may apply to you even if you don't live there or aren't a citizen of that country.

Connected persons are responsible for their own tax obligations. A connected person may include any guarantor or owner of a legal estate in land over which we are to take security, provider or recipient of a payment or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC group.

As you are responsible for your own tax obligations (and connected persons, for theirs), no HSBC group member is responsible for this nor provides tax advice. It is your choice if you seek independent legal and tax advice.

16. Actions we may take to prevent financial crime

John Lewis Financial Services Limited, and other members of the HSBC group, are required, and may take any action to meet compliance obligations relating to or in connection with the detection, investigation and prevention of financial crime. Such action may include, but is not limited to:

- a. screening, intercepting and investigating any instruction or communication sent to or by you or a connected person, or on your or their behalf;
- b. investigating the source of or intended recipient of funds;
- c. combining customer information with other related information in the possession of any member of the HSBC group; and/or
- d. making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.

Exceptionally, such action may lead to us:

- a. delaying or refusing to process either a payment or your instructions;
- b. being unable to provide all or part of any services to you and ending our entire relationship with you;
- c. taking necessary steps for any member of the HSBC group to meet its compliance obligations; and/or
- d. blocking or closing your account(s).

To the extent permissible by law, no member of HSBC group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the taking of any action above.

IMPORTANT INFORMATION

How to contact us

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:

- call **0345 300 3833** or
- write to Partnership Card, PO Box 5137, Coventry, CV3 9EP

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'll communicate with you

We'll communicate with you in English.

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

We'll use the most recent contact details you've given us which could include your post and email address, telephone and mobile numbers. If we need to contact you about any actual or suspected fraud or security threats, we'll 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).

If you have given us your mobile phone number or email address, we'll register you for free alerts so we can send you messages about certain activity on your credit card account.

We are legally required to send some alerts, but you can opt out of getting other alerts. You can opt out by calling us on **0345 300 3833**.

How can you make a complaint?

If we do not give 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.

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 4567** or **0300 123 9123** or sending an email to complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman service on their website at www.financial-ombudsman.org.uk.

You may be able to submit a claim through the European Online Dispute Resolution Platform (available at <http://ec.europa.eu/consumers/odr/>) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service.

Direct Debit Guarantee

The following Direct Debit guarantee applies to customers opting to make credit card repayments by Direct Debit.

- The Guarantee is offered by all banks and building societies that accept instruction to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit John Lewis Financial Services Limited will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request John Lewis Financial Services Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

- If an error is made in the payment of your Direct Debit, by John Lewis Financial Services Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when John Lewis Financial Services Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify John Lewis Financial Services Limited.

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 the term of this Agreement request a copy of this Agreement.

How we are authorised

John Lewis Financial Services Limited is established and has its registered office at 8 Canada Square, London E14 5HQ. We are a financial services organisation authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 715060. We are also authorised under the Payment Services Regulations 2017 (Payment Services Register number 542750) for the provision of payment services.

You can check these details by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on **0800 111 6768**. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974 and the Payment Services Regulations 2017. Its address is 12 Endeavour Square, London, E20 1JN.

We are part of the HSBC Group which includes HSBC UK Bank plc, first direct, and M&S Bank.

"Partnership Card", "John Lewis Finance" and other terms including "John Lewis" are John Lewis Partnership brands and John Lewis Financial Services Limited uses them under licence from the John Lewis Partnership.

An overview of how we collect and use your information

This is an overview of:

- the types of information we collect about you
- how we collect and use it
- who we might share it with
- the steps we'll take to make sure it stays private and secure
- your rights to your information

More Information

For more information about anything covered in this overview, please see our full Privacy Notice – you can view or download a copy by visiting johnlewisfinance.com/privacy or if you prefer paper, give us a call on **0345 300 3833** and we'll send you one in the post.

Who we are

When we say 'we' we mean John Lewis Financial Services Limited which is a subsidiary of HSBC UK Bank plc, which acts as data controller in respect of your personal data.

The information we collect

We collect information about you from different places including: -

- directly from you
- from a third party acting on your behalf e.g. a broker
- from other HSBC companies
- from publicly available sources
- when we generate it ourselves
- from other organisations

We'll only collect information in line with relevant regulations and law and this may relate to any of our products or services you apply for, currently hold or have held in the past.

You're responsible for making sure you give us accurate and up to date information. If you provide information for another person such as an additional cardholder, you'll need to tell them how to find the Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

How we'll use your information

We'll use it to provide any products and services you've requested and other purposes e.g.

- to confirm your indemnity and address
- to understand how you use your products
- to carry out your instructions
- to improve our products and services
- to offer you other services we believe may benefit you, unless you ask us not to.

We'll only use your information where we're allowed to by law e.g. carrying out an agreement we have with you, fulfilling a legal obligation, because we have a legitimate business interest or where you agree to it.

We may use automated systems to help us make credit decisions as well as carrying out fraud and money laundering checks.

Who we can share your information with

We may share your information with other companies we work in partnership with and other HSBC Group members. We may also share your information with others outside of the HSBC Group eg regulators, insurers, other banks, brokers, agents, as well as credit reference and fraud prevention agencies.

We will also share information about you with the John Lewis Partnership companies and any agents, partners or service providers acting on their behalf so:

- they can offer you products, services or promotional offers which may benefit you, in accordance with the John Lewis Partnership privacy notice which is available at johnlewisfinance/privacy
- you can be provided with rewards from the John Lewis plc Partnership Card Reward Programme.

How long we'll keep your information

We'll keep your information for as long as you have a relationship with us. After it ends we'll keep it where we may need it for our legitimate purposes e.g. to help us respond to queries or complaints, or for other reasons e.g. fighting fraud and financial crime and responding to requests from regulators.

Transferring your information overseas

Your information may be transferred and stored in countries outside the European Economic area, including some that may not have laws that provide the same level of protection for personal information. When we do this, we'll ensure it has an appropriate level of protection.

Your rights

You have a number of rights relating to your information e.g. to see what we hold, to ask us to share it with another party, to ask us to update incorrect or incomplete details, to object to or restrict processing of it, to make a complaint etc.

PARTNERSHIP CARD

Reward Programme rules

1. Introduction

When your application for a Partnership Card is accepted, you will automatically be enrolled in the Partnership Card Reward Programme which is operated by John Lewis plc. This Programme will enable you to earn and redeem Points in accordance with these Rules. All terms used in these Rules are defined in Rule 14.

2. Earning points

- a. You will earn Points on Eligible Purchases made at John Lewis and Waitrose shops or on their websites and from time to time John Lewis Finance products or services, and other products or services offered by third parties that we tell you about at the rate of 1 Point for every £1 spent. For all other Eligible Purchases, you will earn Points at the rate of 1 Point for every £2 spent.
- b. You can visit johnlewisfinance.com/cardpoints for further details on where you can earn 1 Point for every £1 spent.
- c. You will earn Points only on the whole pounds Sterling amount of each Eligible Purchase.
- d. The Points you earn will be reduced by the amount of any Eligible Purchases that are refunded to your Account or returned by you.
- e. You will not earn Points for balance transfers, cash advances or cash related payments, interest, insurance premiums (excluding John Lewis Insurance) and charges.
- f. We may notify you from time to time of special promotions where you can earn additional Points.
- g. We may change the basis on which Points are earned by giving you reasonable notice.
- h. Points that you earn will be redeemed under these Rules but have no monetary value.

3. Points earning limit

The maximum number of Points that you can earn in any calendar year is 100,000 Points. If this limit is exceeded in any calendar year, you will not be able to earn further Points on Eligible Purchases until after the beginning of the next calendar year.

4. Redeeming points

- a. You do not have to take any action to redeem Points. John Lewis plc will redeem Points automatically at the rate of 100 Points for every £1 of vouchers.
- b. John Lewis plc will redeem Points three times a year in February, June and October when John Lewis plc will send you vouchers for the Points held at that time. You will receive vouchers during these months when your monthly Partnership Card statement indicates that Points are being redeemed. If you do not receive vouchers by the end of the subsequent month, please contact us on 0345 300 3833. John Lewis plc will only accept claims for non-delivery of vouchers for up to six months after the end of the month during which they were sent out by us.
- c. The minimum redemption will be 500 Points, giving a voucher of £5. Points will be redeemed for vouchers in multiples of £5. Any Points that have not been redeemed will be carried forward to the next redemption period.

- d. John Lewis plc will redeem Points held for the longest period of time first. Points that have been held on your Account for 2 years without being redeemed will be forfeited and cannot be redeemed.
- e. John Lewis plc may change the basis on which Points are redeemed, the months in which Points are redeemed and the frequency of redemption by giving you reasonable notice.

5. Vouchers

- a. Your vouchers can only be used to make purchases of goods or services at John Lewis shops, johnlewis.com, Waitrose shops and waitrose.com. John Lewis plc will advise you if you are able to use your vouchers in any other locations.
- b. The use of vouchers may be subject to restrictions that John Lewis plc will advise you of when your vouchers are sent to you. You may be required to produce your Partnership Card when using a voucher.
- c. John Lewis plc will give you change in pounds Sterling for any over payment made by the use of vouchers. Except where any interest rates are stated to be fixed, all interest rates are variable.

6. When points will not be earned or redeemed

If:

- a. You are in breach of the terms of the Credit Card Agreement or
- b. John Lewis Financial Services Limited (JLFS Ltd) has cancelled or suspended your right to use the Partnership Card or
- c. JLFS Ltd has refused to renew it or
- d. JLFS Ltd suspects fraud, you will not earn Points and no Points will be redeemed while any of these circumstances continue.

7. Statements

The monthly statement JLFS Ltd will normally send you under the Credit Card Agreement will show details of the Points you hold and the Points you have earned and the Points that have been redeemed during the month.

8. Information about the programme

If you require any information or assistance in connection with the Programme or the earning or redemption of Points, please contact Partnership Card services, PO Box 5137, Coventry, CV3 9EP. Telephone number **0345 300 3833**.

9. Termination

- a. If your Account is closed for any reason, all Points earned but not redeemed at the date of closure will be forfeited. All vouchers that have already been issued to you will remain valid.
- b. We reserve the right to terminate the Programme by giving you reasonable notice. If we do this all Points will be redeemed under these Rules at the date of closure and all vouchers that have already been issued to you will remain valid.

10. Transfer of points

Points may not be transferred or sold.

11. Tax liability

You or your advisers are responsible for determining any tax liability in respect of your participation in the Programme and the earning and redeeming of Points and we are not able to give you advice concerning this.

12. Changes to the programme

In addition to the specific changes referred to in these Rules, we may change the Programme or the Rules by giving you reasonable notice.

13. Notices

Any notice JLFS Ltd may give you under these Rules may be given personally in writing or displayed in John Lewis plc and Waitrose shops and at our websites.

14. Definitions

In these Rules:

“**Account**” means the account JLFS Ltd maintain in your name under the Credit Card Agreement;

“**Credit Card Agreement**” means the consumer credit agreement made between you and JLFS Ltd relating to the Partnership Card;

“**Eligible Purchases**” means all purchases of goods or services made by you or an additional cardholder using the Partnership Card;

“**John Lewis Insurance**” general insurance from John Lewis Finance;

“**John Lewis**” means the John Lewis Partnership or its subsidiaries including John Lewis plc, and other members of the group we may notify to you from time to time;

“**Partnership Card**” means the Partnership Card credit card issued to you by JLFS Ltd under the Credit Card Agreement;

“**Points**” means the points earned and redeemed under the Programme;

“**Programme**” means the Partnership Card Reward Programme, the terms of which are set out in these Rules;

“**Rules**” means the rules governing the operation of the Programme;

“**Waitrose**” means Waitrose Limited;

“**We**”, “**we**” or “**us**” means John Lewis plc; and

“**You**” or “**you**” means you, the person in whose name we maintain the Account.

John Lewis Financial Services Limited (a subsidiary of HSBC UK Bank plc), registered in England under Company Number 4645530. Registered office: 8 Canada Square, London E14 5HQ. Authorised and regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000 (Financial Services Register no 715060), and under the Payment Services Regulations 2017 (Payment Services Register no 542750) for the provision of payment services. ‘Partnership Card’, ‘John Lewis Finance’ and other terms including ‘John Lewis’ are John Lewis Partnership brands and John Lewis Financial Services Limited uses them under licence from the John Lewis Partnership.

John Lewis Financial Services Limited adheres to The Standards of Lending Practice which is monitored and enforced by The Lending Standards Board. Further details are available at <http://www.lendingstandardsboard.org.uk/>