

Signing Your Agreement

Your agreement is shown below.

Click the “sign” button on the last page once you’ve read the agreement.

Then click confirm to complete.

Terms and Conditions

1. By this agreement made between you, the ‘Customer’ named above, and ourselves, we Creation Consumer Finance Limited, agree to lend you and you agree to borrow from us the total amount of credit less any deposit on the terms set out in the agreement above and our terms and conditions detailed herein.
2. You shall on the signing of this agreement pay the deposit(s) (if any) and you shall pay us the instalments on the dates specified in the agreement. Punctual time of payment, and compliance with your other obligations, is of the essence of this agreement. Unless otherwise specified in this agreement, all instalments must be paid by Direct Debit. You shall pay in full the administration fee, if any specified in the agreement as part of your first instalment and/or your final instalment.
3. (a) If you fail to make any payment under this agreement by its due date, then, in addition to our other rights, we may charge default interest from the due date until the date of actual payment at the rate of interest specified in the agreement.
(b) The following charges will also be payable:
(i) We may charge a default fee of £30 each time a payment is missed and/or failed or a Direct Debit request is cancelled or returned.
(ii) We may charge default interest from the due date to the actual date of payment at the rate of interest shown above.
(iii) We will also charge you any reasonable legal costs and expenses incurred in operating or exercising our rights under this Agreement.
(iv) We may make an additional charge for any additional service that we may provide you. You shall be notified of the charge when you ask for the additional service. During the currency of this agreement, you must not suffer any bankruptcy petition to be presented against you, or execution to be levied against any of your assets, nor shall you enter into any arrangement or composition with your creditors without our express consent.
4. The balance of the total amount payable (less any applicable rebate) together with all accrued interest (if any) and other sums payable under this agreement (if any) shall be immediately due and payable after expiry of proper notice if:
(a) You cancel the Direct Debit instruction to your bank;
(b) You fail to pay any instalment(s) by the due date;
(c) You breach any terms of this agreement;
(d) Any information provided by you before entering into this agreement proves materially incorrect.
- 5.
6. You shall notify us of any change of your contact details as specified in the application no later than 5 days after such change.
7. If we grant any time or other indulgence to you or to delay enforcing our rights this shall not amount to a waiver by us of our rights or of any breach of this agreement by you and shall not prevent us thereafter from relying upon our strict rights under this agreement.
8. Any payments made by post to us are at your own risk. This clause does not amount to a waiver of your obligation to pay by Direct Debit where you are so obliged by this agreement.
9. Any notice or demand sent to you by post to your address will be treated as having been received by you on the third working day and that being sent by email or text message will be treated as having been received by you on the second working day (being Monday to Saturday inclusive) following dispatch. Any notice served by you on us or our agents shall be delivered or sent by pre-paid post to our address set out in Parties to the Agreement or as specified in the relevant prescribed form.
10. We may assign or securitise any of our rights under this agreement and/or any amounts owing under this agreement without notice to you (whereupon references herein to we, us and our shall to the extent of the assignment be read and construed as a reference to the assignee).
11. Where this agreement is used to purchase optional payment protection insurance you agree and acknowledge that:
(a) We or the supplier of the goods or services the purchase of which is financed by this agreement, shall be entitled to supply the insurer or insurance broker any information concerning you which is relevant to the insurance or which the insurer or insurance broker may ask for and you hereby authorise us to approach any person to obtain this information;
(b) If monies become payable by the insurer we shall be entitled to receive these from the insurer on your behalf and to give a good discharge thereof. We shall be entitled to keep the monies paid by the insurer as satisfaction of payment of any instalments due and/or other payments payable and due under this agreement;
(c) In the event of early settlement of this agreement, the insurance will immediately and without notice terminate. Details of the amount of premium refund due are provided in the policy information given to you before conclusion of the contract of insurance;
(d) Life assurance cover only is effective from the date of the agreement; all other insurance cover is not effective until your payments under this agreement commence;
(e) You agree to the payment protection premium specified in the agreement and we are authorised to pay the payment protection premium to the relevant insurers.
12. Without prejudice to any other rights or remedies available to you under this agreement, we shall be entitled and you hereby authorise us, to deduct the amount of any sum due and owing by you to us, from any amount then due from us (or any member of our group of companies) to you in respect of salary or voluntary selective severance payment, to the extent that this remedy is available in law.
13. You irrevocably authorise us to pay the amount of credit (goods) on your behalf directly to the supplier.
14. To access our Data Protection Notice go to www.creation.co.uk/about-us/data-protection-notice. We will process your personal data, for our own legitimate interests and those of other organisations, for the following purposes: We will search Land Registry records and will use a credit scoring or other automated decision making system when assessing your application for credit. It is important that you give us accurate information. We may pass limited information to subcontractors for administration purposes such as for printing and sending of letters, notices and statements by post and/or electronic means and may transfer your personal data to suitable organisations worldwide for the purposes of processing. When transferring your personal data to countries outside the European Economic Area we shall impose contractual obligations on the recipients of that data so that it is protected to the same standard as required in the European Economic Area. We may use our records for statistical analysis on credit usage, insurance and fraud and for market research. We may give information about you, this Agreement and the conduct of your Account to Debt Collection Agents, any insurer in relation to this Agreement, any agent or administrator acting on our behalf in connection with this Agreement and to any proposed assignee, transferee or chargee of our interest in or under this Agreement, including any party connected with a proposed debt sale or securitisation, their insurers and advisors. You have a right to receive a copy of the information that we hold about you by contacting us. You can email us at customerenquiries@creation.co.uk, write to us at Creation Consumer Finance, Chadwick House, Blenheim Court, Solihull, West Midlands, B91 2AA, or call us on 0371 402 8905.
15. No amendment or variation to this agreement made by you shall be effective
16. Telephone calls between you and us in connection with this agreement may be monitored or recorded for the purposes of maintaining and improving our service standards or for training our staff.
17. You hereby acknowledge that prior to making this agreement you are made aware and understand the cash price of the goods and/or services.
18. Should you make a partial early settlement we shall decide how that payment will be applied to this agreement.
19. This agreement shall be covered by and construed in accordance with English law unless you lived in either Scotland or Northern Ireland when this agreement was made, in which case the applicable law for Scotland or Northern Ireland (depending on where you lived at that time) shall apply and the terms of this agreement shall bear their nearest equivalent meanings for that jurisdiction.
20. If we hold a valid email address and/or mobile phone number you will be automatically opted in to receive electronic statements and notices for your Creation account. You'll receive an email and/or text message notification to let you know when your annual statement and any other notice(s) from us are sent to you. We do not issue paper statements or notices, unless we are required to do so by law or there are exceptional circumstances.

Calls may be recorded. Calls charged at basic rate. The number provided may be included as part of any inclusive call minutes provided by your phone operator.

Creation Consumer Finance Limited. Registration Northern Ireland: NI032565. Registered Office: 6th floor Wellington Buildings, 2-4 Wellington Street, Belfast, BT1 6HT. Authorised and regulated by the Financial Conduct Authority (FRN 311518), The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN.

The Direct Debit Guarantee



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

Date:

Ref: UKBACSWL

Account No:

Agreement No:

First Payment Date:

Important: Confirmation of the set-up of your Direct Debit Instruction including Future Payment Schedule

Dear

Thank you for taking credit with Creation Consumer Finance Limited when you made your purchase at

Having accepted your Direct Debit details, I would like you to confirm that they are correct. Please can you check that the list below including your payment schedule is correct.

- Bank Account Name
- Bank Account Number
- Bank Sort Code
- Frequency Monthly
- Date of first collection
- Amount to be debited £

If any of the above details are incorrect please call us as soon as possible on 0371 402 8905, or email us at customerenquiries@creation.co.uk. However, if your details are correct you need do nothing and your Direct Debit will be processed as normal. You have the right to cancel your Direct Debit at any time. A copy of the Direct debit Guarantee is below. Please note, your Direct Debit cannot be changed until the first payment has been taken.

For information your Direct Debit will be collected using the following details:

- Service User Number 961889
- Reference

Yours Sincerely,

Customer Services Team

Creation Consumer Finance Limited is a member of the Finance and Leasing Association (FLA) and complies with the FLA Lending Code, a copy of which is available on request.

- A minimum of 5 working days notice is required to cancel a Direct Debit if you choose to settle your account early.

The Direct Debit Guarantee



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

Calls may be recorded. Calls charged at basic rate. The number provided may be included as part of any inclusive call minutes provided by your phone operator.

Creation Consumer Finance Limited. Registration: NI032565. Registered Office: 6th floor Wellington Buildings, 2-4 Wellington Street, Belfast, BT1 6HT. Authorised and regulated by the Financial Conduct Authority (FRN 311518). The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN is the supervisory authority for consumer credit agreements.

Creation Consumer Finance Limited, Chadwick House, Blenheim Court, Solihull B91 2AA and
 Title: Forenames: Surname:
 Address:
 Credit intermediary:

Financial Details:

Amount of Credit (Goods/Services) £	Amount of Credit (Insurance/Warranties) £	Total Amount of Credit £
Total Amount Payable (Goods/Services) £	Total Amount Payable (Insurance/Warranties) £	Total Amount Payable £
Administration Fee £	Interest charge £	

We will pay the amount of credit directly to the credit intermediary (the supplier of the goods/services) on your behalf once your goods have been obtained by you. You will not receive the credit directly.

APR % . The APR assumes you make all your payments in the required manner on the due date for payment.

This is a month agreement payable by one instalment of £ on , followed by monthly instalments of £ payable on the same date of each succeeding month and a final instalment of £ payable on or, one single payment of £ payable on or before (Special Offer Date Payment).

If you receive your goods 10 days or more before your first payment date, your first monthly payment will be taken as shown on your credit agreement. Otherwise, your first monthly payment will be taken on the same date of the following month after the delivery of the goods.

Goods:	Cash Price	Other Insurance / Warranties	Cash Price £
	£		Deposit £
	£		
	£		
	£		

Interest Rate: % per annum.

The interest rate is fixed for the duration of the Agreement. It is calculated from the date of the Agreement on the amount of credit outstanding from time to time, throughout the duration of this Agreement, on the assumption that each of the instalments stated above will be paid on the due date for payment. If you do not additional interest may be payable as noted below. Interest will be paid by you as part of each instalment. If you make the Special Offer Date Payment no interest will be payable and the rate of interest will be 0% per annum. You have the right under Section 77B of the Consumer Credit Act 1974 at any time during the duration of the Agreement to receive on request, and free of charge, a statement in the form of a table showing: the details of each instalment owing under the Agreement, the date on which each instalment is due, including the amount and any conditions relating to the payment of the instalment, and a breakdown of each instalment showing the amount of the capital repayment, the amount of the interest payment and the amount of any other applicable charges.

Charges:

We may charge the following: A default fee of £30 each time a payment is missed and/or failed or a Direct Debit request is cancelled or returned; Default interest from the due date to the actual date of payment at the interest rate shown above; Any reasonable legal costs and expenses incurred by us in endeavouring to collect any unpaid and overdue instalments, or which are incurred by us in exercising our rights under the Agreement, including enforcement of it. See clause 3 of the terms and conditions also. These charges may be amended by us from time to time. Missing payments could have severe consequences and make obtaining credit more difficult. Legal proceedings and enforcement action may be taken against you for the recovery of that debt and our reasonable legal costs and expenses.

Important Information

A commission may be payable by us to the Credit intermediary who introduced this transaction to us and they will advise you if this is the case before you enter into the agreement. Under the Consumer Credit Act 1974 you have the right to withdraw from this Agreement without having to give any reason. This right commences on the day after the day on which you receive a copy of the executed Agreement and continues for 14 days from that day. To withdraw you must notify us that you intend to do so by writing to us at Customer Services, Creation Consumer Finance Limited, Chadwick House, Blenheim Court, Solihull B91 2AA or by telephoning us on 0371 402 8905. If you withdraw you will need to repay us the amount of credit and any interest accrued at the interest rate shown. This must be paid within 30 calendar days of you giving us notice of withdrawal. You can pay us by direct credit or bank transfer to. Account name: Creation Consumer Finance, UK customers: Sort code: 40-63-84 Account No. 86015017

If you ask us, we will inform you, without delay, of the amount of interest payable per day. Withdrawing from this agreement does not affect your agreement with the retailer to buy the goods and services and you will still be responsible for paying for these. Alternatively you may call us on 0371 402 8905 to pay this amount by telephone. You may have a right to sue the supplier of the goods or us (or both) if you have received unsatisfactory goods or services paid for under the Agreement costing more than £100 and less than £30,000. You have a right under Section 94 of the Consumer Credit Act 1974 to repay all or part of the outstanding balance early at any time. If you wish to repay all or part of the outstanding balance early you must contact us at Customer Services, Creation Consumer Finance Limited, Chadwick House, Blenheim Court, Solihull B91 2AA and inform us of your intention and you must pay us such amounts.

If you are dissatisfied in relation to this Agreement you have the right to complain to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. Telephone 0207 964 1000. Website: www.financial-ombudsman.org.uk.

By signing this credit agreement I confirm that the information I have provided is accurate and up to date, and that I can afford the credit repayments over the term of the agreement. This should take into account any known or expected change in financial circumstances, such as working fewer hours, going on maternity leave or any increase in your mortgage or rent repayments.

Use of Information:

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

In order to process your application we supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial situation and financial history. We do this to assess affordability, creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent fraud and criminal activity. We may also search the files of the Land Registry.

We will continue to exchange information about you with CRAs while you have a relationship with us, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates. The CRAs will place a search footprint on your credit file when we make a search and this may be seen by other lenders. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at www.experian.co.uk/crain, www.transunion.co.uk/crain, www.equifax.co.uk/crain. To access our Data Protection Notice go to www.creation.co.uk/about-us/data-protection-notice

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



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

Name of Bank/Building Society

Service User Number

9	6	1	8	8	9
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Address of Bank/Building Society

Instruction to your Bank or Building Society

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

Name(s) of account holder(s)

By signing this Agreement I agree to make payments by Direct Debit from the bank account shown in this section and confirm that I am authorised to do so.

Bank/Building Society Account Number Branch Sort Code

Reference

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

You are entering into a credit agreement that requires you to make regular monthly payments. You should consider your ability to meet these repayment obligations. This is a credit agreement regulated by the Consumer Credit Act 1974.

By clicking on the "I confirm" button below you will be entering into a legally binding agreement.

This is a credit agreement regulated by the Consumer credit act 1974. Sign only if you wish to be legally bound by its terms

Signature:

Date of signature:

Signed for and on behalf of Creation Consumer

Finance Signed by:

A handwritten signature in black ink, appearing to be a stylized 'S' or similar character, enclosed in a light grey rectangular box.

Date of Agreement: