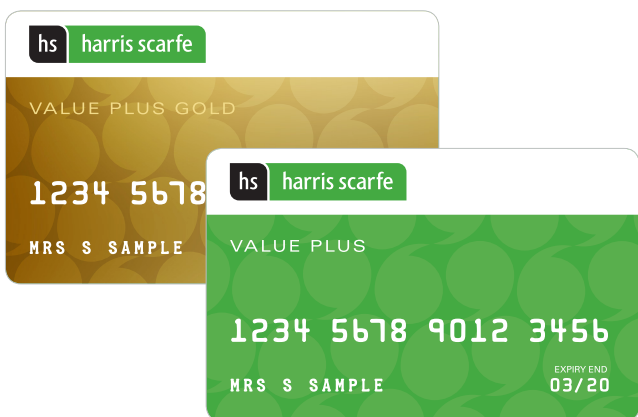


# Credit and Rewards. That's Value Plus.



## Harris Scarfe Value Plus Card

Credit Contract

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## Credit Contract

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### The Contract

Commonly Asked Questions

Signed on behalf of Perpetual Trustee Company Limited  
ABN 42 000 001 007 as trustee of the Trust



Darren Scicluna  
Program Manager Credit Cards  
Harris Scarfe Financial Services Pty Limited

# **CREDIT CONTRACT**

## **HARRIS SCARFE VALUE PLUS CARD**

Your Credit Contract consists of the Terms and Conditions of Use and the Financial Table (enclosed with your Card notification letter). This Credit Contract is issued for and on behalf of the Credit Provider by the Service Provider.

### **TERMS AND CONDITIONS OF USE**

The Terms and Conditions of Use do not contain all of the Pre-Contractual information that is required to be given to you by us as the Credit Provider. Further information is provided in the Financial Table.

#### **A INFORMATION ABOUT THE CONDITIONS OF USE**

- 1(1) First use of the Account by you or any Additional Cardholder or any other person authorised by you will bind you to the Terms and Conditions of Use of the Credit Contract.

#### **B INFORMATION ABOUT CARDS AND YOUR ACCOUNT**

- 2(1) A Card can be used to obtain credit from the Credit Provider to pay for all or part of the price of goods and services where the goods are obtained from any Harris Scarfe store or any authorised Licensee's premises.
- 2(2) A Card can only be used to obtain credit if
  - a. the Card is presented
  - b. the Card is valid
  - c. the Credit Provider has approved the details to be given over the telephone, on an order form or electronically.
- 2(3) A Card presented to purchase goods or services may be accepted only if
  - a. it is signed by the Cardholder and
  - b. the Cardholder signs a voucher and the signature matches the signature on the Card and
  - c. the Account has not been closed as per clause 9 or use of the Card has not been suspended or cancelled and
  - d. any identification required by the supplier is produced.

- 3(1) A Card can be issued to anyone over the age of 18 that you nominate. You authorise an Additional Cardholder to operate the Account in everyway you are able to and each use of such a Card is subject to the Credit Contract.
- 3(2) You will be liable for any use of a Card and any breach of the Credit Contract by a Cardholder.
- 3(3) Credit Cards can be cancelled by you by returning the Card to any Harris Scarfe Store or GPO Box 452 Adelaide SA 5000 with a written request to cancel.
- 3(4) Each Card is the Credit Provider's property. You must immediately return each Card to your nearest Harris Scarfe Store or GPO Box 452 Adelaide SA 5000 on demand.
- 3(5)
  - a. You must inform the Service Provider immediately if your Card or the Card of an Additional Cardholder has been lost/stolen or misused. The Service Provider must be given all the information that you or the Cardholder have or can reasonably obtain regarding the loss or theft.
  - b. Subject to the Consumer Credit Code, you will be liable for all transactions until notice of the misuse, loss or theft of a Card is received by the Service Provider.

## **C INFORMATION ABOUT YOUR CREDIT LIMIT**

- 4(1) Your initial Credit Limit is shown in the Financial Table and any changes to your Credit Limit will be shown on your monthly statement.
- 4(2) The Credit Provider may increase your Credit Limit at your request (any such request should be addressed to the Service Provider) or with your written consent.
- 4(3) The Credit Provider may also reduce or withdraw your Credit Limit at any time without your consent, and advise you in writing. If your Credit Limit is withdrawn you will be required to continue payments as per the Credit Contract.
- 4(4) A request from you to have your Credit Limit increased will be subject to the approval of the Credit Provider.

- 4(5) Your Credit Limit may not be exceeded without the authorisation of the Credit Provider. If the Credit Limit is exceeded, you may be required to pay on demand the amount by which the Credit Limit has been exceeded.

## **D STATEMENT OF ACCOUNT AND STATEMENT PERIODS**

- 5(1) A Statement of account will be sent to you each month on a predetermined date (chosen by the Credit Provider). However, in circumstances where the Consumer Credit Code states that no statement of account need be given, none will be sent.

## **E PAYMENTS**

- 6(1) Your statement of account for a Statement Period will set out the Minimum Amount Due for that Statement Period and the Due Date.
- 6(2) A payment must be made in Australian dollars and made in a form acceptable to us.
- 6(3) Where the Due Date falls on a non-trading day, the payment must be made on the last trading day before the Due Date.
- 6(4) A payment will not be treated as made until the date it is credited to your Account. A payment will be credited to your Account as soon as practicable after receipt of that payment by the Service Provider. If your cheque or other payment instruction is not honoured in full when first presented, the payment will not be treated as a valid payment.
- 6(5) The amount of frequency or time for payment, or the method of calculation of payment or minimum repayments may change under the Credit Contract. If such a change increases your obligations you will be given notice in writing no later than 20 days before the change takes effect. If such a change reduces your obligations or extends the time for payment, you may instead be notified of the change before or when the next statement of account is sent to you after the change takes effect.
- 6(6) If payments of more than the amount due are made they are taken as reductions of the balance and the minimum payment will be due next month, unless the balance has been paid in full or unless prior arrangements have been made. Arrangements must be made on each separate occasion.

## **F INTEREST**

- 7(1) The Credit Provider does not charge interest if payments on the current Statement Period equal or exceed the opening balance.
- 7(2) Your statement of account will include an interest charge calculated on the Daily Balance during the current Statement Period. The interest amount is the total of amounts charged by applying the Daily Percentage Rate to your Daily Balance. This interest charge is debited on the last day of each Statement Period.
- 7(3) The Daily Balance is calculated by
  - a. starting with the opening balance (equal to the Closing Balance of your previous statement)
  - b. deducting payments and returns as they are received to determine the Daily Balance
  - c. adding purchases, fees or charges as they are received to determine the Daily Balance.
- 7(4) You can maintain the interest free period by
  - a. paying the Closing Balance in full by the Due Date shown on the statement preceding the purchase
  - b. paying the Closing Balance from the preceding statement and paying the Closing Balance in full by the Due Date shown on the statement recording the purchase.
- 7(5) Interest charges may be minimised by
  - a. paying the opening balance in full by the Due Date shown on the statement
  - b. making payments as early as possible during the Statement Period
  - c. paying as much as possible during the Statement Period
- 7(6) The Credit Provider may change the Annual Percentage Rate at any time.
- 7(7) If the Credit Provider increases the Annual Percentage Rate you will be notified of the change by
  - a. giving you particulars in writing or
  - b. advertising the change in a newspaper available in this jurisdiction, no later than the day the change takes effect. If the Credit Provider gives you newspaper notice it will also notify you of the change before or when the next statement of account is sent to you after the change takes effect.

7(8) If the manner in which the interest is calculated or applied is changed (including changing or abolishing the interest free period) and that change increases your obligation, you will be notified in writing of such change 20 days before the change takes effect.

## **G FEES AND CHARGES**

8(1) Any fee or charge payable by you will be debited to your Account.

8(2) a. Fees, charges, taxes etc levied by Federal and State Governments may be charged to your Account as permitted by law.

b. Reasonable Enforcement Expenses incurred by the Credit Provider in enforcing the Credit Contract may be charged to your Account.

8(3) We may also impose new fees and charges in connection with

a. the Credit Contract

b. the use of a Card

c. any transaction concerning the Account or

d. the provision of Credit by the Credit Provider to you under the Credit Contract.

8(4) The Credit Provider may also change the amount (or introduce a new fee or charge) or change the frequency or times for payment of a fee or charge at anytime. If it does so and the change increases your obligation, you will be notified 20 days before the change takes effect by:

a. giving you particulars in writing; or

b. advertising the relevant change or a new fee in a newspaper available in the jurisdiction. If notice is provided by newspaper, further notice of the change or new fee will be provided to you before or when the next statement of account is sent to you after the change takes effect.

If the changes set out in this clause 8 (4) reduce your obligations or extends the time for payment you will be notified of those changes before or when the next statement of account is sent after the changes take effect.

## **H DEFAULTS, CANCELLATION OR SUSPENSION OF THE CARD AND CLOSURE OF THE ACCOUNT**

- 9(1) You are in Default if
- any Cardholder breaches any term of the Credit Contract
  - any information you give the Credit Provider in connection with applying for the Account is false or in the Credit Provider's opinion misleading
  - the Credit Provider considers there has been a material adverse change in your financial circumstances.
- 9(2) If you are in Default and subject to an applicable law the Credit Provider may, subject to it complying with its obligations under the law
- require payment in full of the unpaid balance of the Account and
  - require the immediate return of all Cards.
- 9(3) If Default is made on any payment under the Credit Contract you will be sent a notice in writing. Notices will be sent to the last known address. Should Recovery Action be taken all reasonable Enforcement Expenses will be added to the unpaid balance on the Account and you will be responsible for payment in full. If legal fees and costs are incurred in the enforcement process, first payments recovered will be allocated to pay these fees and costs. Once a notice of recovery action has been sent all account options will be considered in Default if they have not already been considered.
- 9(4) The Credit Provider may unilaterally or on your request and in both cases at the Credit Provider's discretion
- close an Account or
  - suspend the use of a Card, cancel a Card or retain a Card presented.
- 9(5) A Card may not be used
- after the Account is closed
  - for the period of suspension if a Card is suspended
  - after the Card is cancelled.
- 9(6) Suspension, cancellation or closure does not affect any of your obligations, or those of any other Cardholder, in respect of the Account.



## I SPECIAL PROMOTIONS

- 10(1) The Credit Provider may on conditions it specifies, at any time make available a special promotion allowing a term which
- no interest will accrue on that Purchase until the end date and no monthly payment need be made in respect of that Purchase known as "Deferred Payment"
  - no interest will accrue on that Purchase and payments must be made by specified instalments, by specified dates known as "Interest Free Promotion".
- 10(2) If the Credit Provider makes a special promotion it will specify
- the eligible purchase and
  - the period during which an eligible purchase must be made for it to be the subject of the special promotion and
  - the length of the relevant special promotion term (which might for example be one or more months from the date of purchase or be between the date of purchase and a specified end date) and
  - any other applicable conditions (such as a condition relating to a deposit).
- And each special promotion will be subject to those conditions as well as the Credit Contract.
- 10(3) If the Credit Provider exercises any of its rights under clause 9(2) then any special promotion term applying to a special promotion purchase at the relevant date will be taken to have ended on the date that the Credit Provider closes your Account.
- 10(4) Interest Free Promotion
- A separate statement and an establishment fee will be charged for this option each time it is used
  - This statement will specify the payment amounts due, which will be calculated by dividing the amount of the purchase by the number of months within the specified term to the nearest cent (e.g. divide by 12 for 12 Months Interest Free). The last monthly instalment is the unpaid balance of the purchase
  - If any monthly instalment is missed or underpaid the remaining balance will be transferred to the normal charge account and the normal charge account conditions will apply.
- 10(5) Other Promotions
- No discounts, offers, special benefits, extended warranties or any other similar matters other than the special promotions as set out in clauses 10(1) to

10(4) above are provided by the Credit Provider. To the extent that any such discounts, offers, special benefits, extended warranties or any other similar matters are provided in connection with your Card or any goods or services obtained using your Card, they are provided by Harris Scarfe Australia Pty Limited ABN 83 095 018 803 and the Credit Provider subject to any relevant legislation is not in any way responsible for or liable to you in relation to such matters.

## **J GENERAL**

### 11(1) Licensee Refusal

The Credit Provider is not responsible if the Licensee refuses to allow your Card to be used for Purchases from the Licensee for any reason.

### 11(2) Joint Account Holders

Where an Account has been opened in the name of two or more persons then

- a. in these terms and conditions the term "you" includes each of those persons and their successors and assigns and
- b. each of those persons is Jointly and Separately liable for the use of the Account and for each breach of the Credit Contract.

### 11(3) Change in Circumstances

- a. You must notify the Credit Provider promptly of any change in your name, address or telephone number
- b. You must notify the Credit Provider promptly of anything which might adversely affect your ability to meet your obligations under this Credit Contract.

### 11(4) Variation of Terms

The Credit Provider may change any term of the Credit Contract at any time without your consent. You will be given notice of any such change when and as required by relevant legislation.

### 11(5) Access to Information

You authorise an Additional Cardholder to access any information relating to the Account and agree that the Credit Provider may provide that information at its discretion. That information might without limitation include:

- a. the outstanding balance of the Account
- b. the amount of the available credit on the Account
- c. the Due Date for any Statement Period and
- d. details of any transaction on the Account by any Cardholder or other person.

11(6) Proof of purchase receipts are provided at the time of purchase and statements are sent each month for all Accounts with transactions. Additional copies will be provided as required by law, however a document copy fee will be charged for any additional statements or receipts requested.

11(7) Service Provider and Commissions

The Service Provider has been appointed by the Credit Provider for the purposes of carrying out the functions of the Credit Provider under this Credit Contract. The Service Provider cannot otherwise act for the Credit Provider and you must not rely on the Service Provider having done so unless the Credit Provider advises you otherwise.

Commissions

The Service Provider receives a fee for the introduction of new business to the Credit Provider and administration of the Harris Scarfe Card. The Credit Provider pays this fee to the Service Provider each month. This fee is 2.5% of the balance of your account as at the last day of the Monthly Period multiplied by the number of days in the monthly period divided by 365.

11(8) Limitation of Liability

The Credit Provider enters into the Credit Contract with you in its capacity as trustee of the Trust and in no other capacity. The Credit Provider's liability to you is limited to the assets of the Trust which are available to the Credit Provider to enable it to satisfy that liability. This limitation of liability does not apply to any rights that you may have or any liabilities that may be imposed on the Credit Provider pursuant to the Consumer Credit Code, Australian Securities and Investments Commission Act 2001, Trade Practices Act 1974 (or other equivalent legislation) or pursuant to any provisions entered into this Credit Contract in order to ensure compliance with such legislation and does not seek to avoid or modify the effect of such legislation.

11(9) Assignment of Rights

The Credit Provider may assign, transfer or otherwise deal with its rights under the Credit Contract in any way it considers appropriate (including, without limitation, assigning or transferring those rights to another trust of which the Credit Provider is a trustee).

## **K MEANING OF WORDS**

These definitions apply

### **Account**

means your Harris Scarfe Account with the Credit Provider

### **Account Holder**

means the person in whose name the Account is operated

### **Additional Cardholder**

means a person issued a card, as outlined in Section B clause 3(1)

### **Annual Percentage Rate**

means the yearly interest rate applied to a purchase

### **Card**

means any card, token or document that entitles you or any other person to use the Account and that is issued on the Account

### **Cardholder**

means a person to whom a card has been issued (including you) and each person using the account with your specific or implied consent

### **Charge Account**

means a Harris Scarfe Account to which this Credit Contract applies

### **Closing Balance**

means the balance at the end of a Statement Period after transactions have been added and/or deducted

### **Credit Contract**

means the Terms and Conditions of Use and the Financial Table (as amended from time to time)

### **Credit Limit**

means the maximum amount of credit available to all cardholders in respect of an account as notified by you

### **Credit Provider**

means Perpetual Trustee Company Limited, ABN 42 000 001 007 as trustee for the Trust

### **Daily Balance**

has the meaning set out in section F -clause 7(2)

### **Daily Percentage Rate**

means the current annual percentage rate divided by 365

### **Due Date**

means the date by which the minimum amount due must be received by the Credit Provider

**Deferred Payment**

means the facility available on Harris Scarfe Account from time to time whereby no interest will accrue on that purchase and no monthly payment need be made for a specified term

**Default**

has the meaning given under clause 9(1)

**Enforcement Expenses**

means charges, legal fees and other costs incurred internally (by, for example and without limitation, the Service Provider and /or the Credit Providers' employees) and incurred with respect to employing external third parties in attempting to recover a debt owed

**Instalments**

means a payment due under the terms of an Interest Free Promotion

**Jointly and Separately**

means joint account holders can be held responsible for the whole balance of the account both jointly and individually as decided by the Credit Provider

**Jurisdiction**

means state which you reside in within Australia

**Licensee**

means the operator of a franchise within a Harris Scarfe store or in a shopping complex

**Minimum Amount Due**

the minimum payment required under the terms and conditions of the account plus any arrears from previous Statement Periods

**Prepayments**

means a monthly payment made in advance

**Purchase**

means a purchase of goods or service

**Recovery Action**

employment of an agent and/or solicitor to collect an account which is in default

**Service Provider**

means a person or entity that carries out functions on behalf of the Credit Provider, including collection of Account payments and the issuing of Statements and includes the Service Provider's executors, administrators, successors and assigns. The initial Service Provider will be Harris Scarfe Financial Services Pty Limited, ABN 64 130 587 496.

**Statement Date**

means the last day of a Statement Period

**Statement Period**

means the period during which transactions on a statement were made

**Trust**

means the Harris Scarfe Securitisation Trust No.1 or any other trust of which the Credit Provider is a trustee and to which the Credit Provider's rights under this Credit Contract have been transferred

**We,Us,Our**

means the Credit Provider

**You**

means the person named as the applicant for an account and includes such person's successors and assigns and "your" has a corresponding meaning

# THE CONTRACT

## COMMONLY ASKED QUESTIONS

### 1. How can I get a copy of the contract?

Within 14 days of your written request if the original contract came into existence 1 year or less before your request or

- Otherwise within 30 days of your written request.

### 2. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods and services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminate the contract.

### 3. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

### 4. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up. Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

### 5. Will I pay less interest if I pay out my credit contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

### 6. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

## **7. Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change. For example

- You get a least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- You get 20 days advance notice for
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider, except where the change reduces what you have to pay or the change happens automatically under the contract.

## **8. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider.

Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Credit Ombudsman Service and can be contacted at **1800 138 422**, **[www.creditombudsman.com.au](http://www.creditombudsman.com.au)** and PO Box A252 Sydney South NSW 1235.

Alternatively, you can go to court. You may wish to obtain legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au)

## **9. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately.

Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways –

- to extend the term of the contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

## **10. What if my credit provider and I cannot agree on a suitable arrangement?**

If the credit card provider refuses your request to change the payments, you can ask the credit provider to review this decision if you think it is wrong.



**11. Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact your Government Consumer Agency or the Trade Practices Commission, or obtain legal advice.

**12. Do I have any other legal rights and obligations?**

Yes. The law will give you other rights and obligations. Please familiarise yourself with your contract.



GPO Box 452, Adelaide SA 5001  
**1300 131 444**

The Credit Provider is Perpetual Trustee Company Limited,  
ABN 42 000 001 007 as trustee of the Trust.