

Your Right To Cancel

Once you have signed this Agreement, you will have for a short time a right to cancel it. You can do this by sending or taking WRITTEN notice of cancellation to Hoopers, Montpellier House, Montpellier Road, Torquay, Devon, TQ1 1BJ.

If you cancel this Agreement, any money you have paid, goods given in part exchange (or their value) and property given as security must be returned to you. You will not have to make any further payment. If you already have any goods under the Agreement, you should keep them safe. (Legal action may be taken against you if you do not take proper care of them). You can wait for them to be collected from you and you need not hand them over unless you receive a written request. If you wish, however, you may return the goods yourself.

You will not, however, be required to hand over any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

Complete and return this form only if you wish to cancel your Agreement with us

To: Hoopers Customer Accounts Department
Montpellier House, Montpellier Road, Torquay, Devon, TQ1 1BJ.

Cancellation Form

I hereby give notice that I wish to cancel Agreement reference:

.....

Signed

Date

Name

Address

.....

.....

Hoopers Customer Accounts Department
Montpellier House, Montpellier Road, Torquay, Devon, TQ1 1BJ.

Our Complaints Procedure

We are committed to providing a credit account service of the very highest standard. If you feel that we have not lived up to your expectations in any way, we would like to know so that we can put things right for you.

If you have any concerns about the handling of your Hoopers Account, please inform us of your complaint and how you think it could be resolved by:-

Step 1:

- Calling us on FREEPHONE 0800 318216 (Monday to Saturday 9am to 6pm)
- Writing to us at Montpellier House, Montpellier Road, Torquay, Devon TQ1 1BJ
- Emailing us at customeraccounts@hoopers.ltd.uk
- Calling in to the customer services department at one of our stores who will contact us on your behalf.

We will do all we can to resolve your complaint by the end of the next business day. If we are unable to do this, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We will also let you know the name and contact details of the person dealing with your case.

If we are unable to resolve your complaint within four weeks of the date you first raised your complaint we will send you a letter explaining why we cannot resolve your complaint and when we will contact you next.

We will send you a final response letter within eight weeks of the date you first raised your complaint (if we have not already resolved the complaint by sending you a response which you have accepted in writing).

Step 2:

If we have not issued our 'final response' within eight weeks from the date you first raised your complaint, or if you are dissatisfied with our response, you can ask the Financial Ombudsman Service to look into your complaint. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help.

The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London, E14 9SR

HOOPERS CUSTOMER ACCOUNTS

Montpellier House, Montpellier Road, Torquay, Devon TQ1 1BJ
Telephone: 01803 290690 Fax: 01803 290800 www.hoopers.ltd.uk

CUSTOMER ENQUIRIES - FREEPHONE 0800 318216

Terms and Conditions of the Hoopers Customer Account

If you have just opened your Hoopers Account and are receiving a new card with this leaflet, **this is a copy of your Agreement for you to keep. It includes a notice about your cancellation rights, which you should read.**

If with this leaflet you are receiving a replacement for a lost or stolen card, or an additional card for use with an existing Hoopers Account, this is a copy of the current terms of the Agreement under which the Card is supplied, and the cancellation rights referred to in it do not apply to you.

HOOPERS

CUSTOMER ACCOUNT

Credit Agreement

Regulated by the Consumer Credit Act 1974

The Credit Agreement set out below is between Parkstone Ltd (trading as Hoopers) ("The Company"), Montpellier House, Montpellier Road, Torquay, Devon, TQ1 1BJ and you, the principal cardholder.

FINANCIAL DETAILS

Your Credit Limit will be determined from time to time under the Agreement and notice of it will be given by us to you.

Payments You must make monthly payments within one calendar month of your statement date of at least the minimum sum shown on your statement (5% of the outstanding balance or £5 whichever is the greater).

Interest

Monthly interest rate:

For payment by direct debit 1.85%, Annual Percentage Rate (APR) 24.6%

For payment by other means 2.1%, Annual Percentage Rate (APR) 28.3%

The APR does not take account of any variation of the interest rate which may be made at any time at our discretion.

- (i) No interest will be charged if the outstanding balance shown on your monthly statement is paid in full within one calendar month of the statement date.
- (ii) If the outstanding balance shown on your statement is not paid in accordance with (i) above, interest will accrue on a daily basis on the daily balance of all unpaid amounts from the date that each amount is posted to your Account and will be charged to your Account on the date of your next statement.

OTHER TERMS AND CONDITIONS

1. Credit Limit

You may make purchases on your Account up to your credit limit at any Hoopers store using your Account Card. If you exceed your credit limit, the excess is repayable in full immediately upon request. Each Card must be signed on receipt by you. If we have provided additional cards for other people you have named, you must all share one credit limit.

The Company may vary your credit limit or any terms of this Agreement by giving you seven days' notice or such notice as may be required by law. If you request the variation, the Company may notify you that it is to take place immediately.

2. Additional Cards

The Company may issue additional cards upon receipt of a written request signed by a person nominated in writing by you. You are solely liable for the use of any additional cards issued to such persons. Your Account will be debited with all transactions carried out using any additional cards and you are liable to pay the amount debited and any interest payable. You may cancel additional cards at any time by returning the cards together with a notice of cancellation in writing.

3. Statements

You will be sent a monthly statement showing the full amount owing and the minimum sum which must be paid within one calendar month of the statement date. This will be £5 or 5% of the total balance outstanding. You may pay more than the minimum sum. Payments may be made to Hoopers, Montpellier House, Montpellier Road, Torquay, Devon, TQ1 1BJ or at any Hoopers store. Please see the reverse of your monthly Hoopers Account statement for other payment methods.

4. Payments

If you fail to make any payment by its due date or you are in breach of any other terms of this Agreement, the Company may send you notice requiring you to remedy such breach. If you fail to comply with any such notice, the outstanding balance shall immediately become due and payable and the Company may close your Account and require all Account cards to be returned. The Company may debit your Account with the costs of enforcing rights against you and any expense incurred by reason of the breach of the terms of this Agreement. The charges for failure to make payment in accordance with these Terms and Conditions are set out in the Summary Box.

Payments shall be applied first to any interest payable and secondly to the reduction of the outstanding balance. Time of payment is of the essence and payments made by post will be at your risk.

5. Closing your Account

You may terminate this Agreement at any time on written notice to us accompanied by the return of each issued Card (which should be first cut in half) and on repayment of the outstanding balance on the Account. The Company may, upon the expiry of any notice required by law to be served on you, terminate the Agreement at any time. Any termination shall not affect the liabilities of any cardholder incurred prior to termination.

The total balance outstanding will become immediately repayable in the event of your death or bankruptcy and the Agreement will terminate.

6. Interest

The Company may vary the monthly interest rate and the annual percentage rate by giving you seven days' notice or such notice as may be required by law.

7. Loss or Misuse

If the Card is lost, stolen or misused by someone who obtained it without your consent, you may be liable for up to £50 of any loss to the Company. If it is misused with your permission you will probably be liable for all losses. You will not be liable for losses which take place after you have told us of the theft etc. provided you confirm any oral message in writing within seven days.

The Account Card remains the property of the Company at all times. If any Account Card is lost or stolen you must immediately notify the Customer Accounts Department at Hoopers, Montpellier House, Montpellier Road, Torquay, Devon, TQ1 1BJ, telephone 0800 318216 and confirm any telephone call in writing within seven days, in both instances quoting your Account number. You consent to the disclosure to the Company and to third parties of such information as is relevant concerning the Account, theft or possible misuse of the Card.

8. Change of Address

You must inform the Company promptly of any change of address. If you fail to do so, you will be liable for reasonable costs incurred in tracing you.

9. Our Rights over the Card

The Company may at any time and without prior notice, suspend, defer or restrict the right to use any Account Card or refuse to reissue, renew or replace any Account Card. This would not affect your obligations under this Agreement which would continue in force until terminated.

10. Rights and Responsibilities

Any relaxation of these terms will not affect the Company's strict rights under this Agreement. The Company may assign its rights and/or obligations under this Agreement giving you such notice as may be required by law.

11. The Agreement

The Agreement will only take effect if and when it is signed by the Company or its authorised representative and the Company may refuse to enter into an Agreement without stating a reason.

USE OF YOUR INFORMATION

We may disclose details of and relating to your Account to any third party where the recipient has in the Company's opinion, a legitimate interest in the disclosure.

Please note that the Company shares information with other lenders and credit reference agencies to enable lending decisions to be made and also to enable us to prevent fraud.

You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

You have a right at any time to stop us from contacting you. You may write to our Customer Accounts Department at Montpellier House, Montpellier Road, Torquay, Devon, TQ1 1BJ.

We never make information about you available to anyone outside Hoopers for marketing purposes.

We will send you information about special offers available only to Account holders and about other products available from ourselves and other companies approved by us.

Summary Box		
APRs		
Payment by direct debit	24.6%	(variable)
Payment by other means	28.3%	(variable)
Monthly Rates		
Payment by direct debit	1.85%	
Payment by other means	2.1%	
Interest Free Period		
A maximum of 62 days if you pay the balance in full within one calendar month of your statement date		
Allocation of Payments		
If you do not pay your balance in full, payments shall be applied first to any interest or charges payable and secondly to the reduction of the outstanding balance		
Minimum Repayment		
£5 or 5% of the total balance outstanding, whichever is the greater		
Fees		
No annual fee is payable		
Charges		
Copy statements		£nil
Copy sales vouchers		£nil
Default Charges		
Fee for unpaid cheque or direct debit		£12.00
Late payment fee		£12.00

IMPORTANT - YOU SHOULD READ THIS CAREFULLY Your Rights

The Consumer Credit Act 1974 covers this Agreement and lays down certain requirements for your protection which must be satisfied when the Agreement is made. If they are not, we can not enforce the Agreement against you without a court order.

The Act also gives you a number of rights. You have a right to settle this Agreement at any time by giving notice in writing and paying off all amounts payable under the Agreement. If you have obtained unsatisfactory goods or services under a transaction financed by the Agreement, you may have a right to sue the supplier, us or both. Similarly, if the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.