



HUNTER SIMPSON FINANCE LTD TERMS & CONDITIONS OF SALE

By accepting these terms and conditions you agree to the following:

1. Products

Hunter Simpson Finance LTD offers a range of finance options including cash loans and vouchers as well as goods and flooring on credit.

There are two loan products on offer: Standard loans and Premium loans. Standard loans start at £50.00 and range in £10.00 increments up to a maximum of £200.00. New customers will only be allowed to apply for standard loans. Existing customers may be allowed to apply for premium loans ranging from £210.00 up to a maximum of £500.00. To apply for premium loans, customers' must be over the age of 21 years and have a minimum monthly income of £1000.00. Vouchers can be applied for under the same terms.

The range of goods on offer will vary from time to time but they include consumer electricals, home electricals and furniture. The range of flooring on offer will also vary from time to time but will include carpets, laminates and wood flooring. All goods and flooring can be purchased from the Companies stores by:

- Cash sale i.e. payment in full by cash or electronic payment
- Under regulated credit agreements where interest is charged or interest-free regulated credit agreements, subject to approval by the Company.

2. Applications for Credit

Enquires about the finance options offered by the Company can be made by:

- Visiting the Companies stores
- Contacting the Company by phone, email or social media

At no point is the customer under any obligation to apply for credit. Once fully informed, individual's that decide to apply for credit will be required to complete an application form disclosing personally identifiable information and details of their financial circumstances.

Applications forms can be completed in the Companies stores or by requesting for Hunter Simpson Finance LTD to send an agent to the applicant's home (for loan enquires, the request must be written and signed).

All applications for credit are subject to Hunter Simpson Finance LTD's Company lending criteria.

The applicant must:

- Be over the age of 18 years
- Have been resident in the UK for at least 1 year
- Have an active UK telephone number
- Live within the areas serviced by the Company

The applicant must **not**:

- Reside in flats with a communal street entrance door
- Live at the same address as a new customer of the Company (Finance will only be given to one new customer per household)

3. Credit Reference Agencies

By signing the application form for credit, the applicant is giving consent for the Company to use their personally identifiable information to search the records of one or more Credit Reference Agencies in order to decide whether to make an offer of finance. This will not generally apply to interest-free credit agreements.



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The Credit Reference Agencies will keep records of the searches made and they may share this information with other creditors. Data about how customers conduct their accounts, including default of payment, will be shared with other creditors and used to make lending decisions. This data may also be used for the purposes of debt tracing, fraud prevention and anti-money laundering by other creditors and/or the relevant legal agencies.

Upon request, applicants have the right to be told which Credit Reference Agencies Hunter Simpson Finance LTD has used and the right (on payment of the relevant fee) to obtain a copy of their credit record.

4. Lending Decisions & Credit Limits

Hunter Simpson Finance LTD will conduct creditworthiness and affordability assessments using information from the applicants' credit report and application form. The Company will make a responsible lending decision based on these assessments.

Hunter Simpson Finance LTD reserves the right to refuse credit at their discretion without explanation. Where a finance application is approved, the applicant is under no obligation at any point to enter into an agreement.

Credit is non-transferrable; customers are not allowed to take out credit on anyone else's behalf.

Applicants will be required to provide a minimum of two forms of identification (one photographic and one utility bill) and proof of income before any credit is issued.

Hunter Simpson Finance LTD will only accept one new customer per household for credit agreements where interest is charged. A second customer from the same household will be allowed to apply for credit when the initial customer has built up some credit history with the Company which will be, at a minimum, payment of at least 50% of their first agreement to terms.

All new customers have an initial credit limit of up to £80.00 for cash loans and vouchers. The initial credit limit for goods and flooring will depend upon the type of credit being applied for (interest-free or interest-charged) and the outcome of the Companies creditworthiness and affordability assessments. Requests for increased credit limits from existing customers will be considered within the Companies refinancing and credit control criteria. The maximum customer balance for loans and vouchers is £500.00.

5. Credit Agreements

A flat, fixed interest rate of 40% will be charged by the Company on all cash loans and voucher sales. No security will be taken.

Representative Example:

£80.00 loan repayable over 20 weeks

20 weekly repayments of £5.60 per week

Rate of interest: 40% (flat, fixed) / 104.29% per Annum (fixed)

Total cost of credit: £32.00

Total amount repayable: £112.00

Representative 481.4%APR

For goods and flooring sales, the Company offers both interest-free credit and credit where interest is charged. The Company charges differing interest rates from 20% to 60% depending upon the chosen repayment period, which can be a minimum of 10 weeks up to a maximum of 80 weeks (or a minimum of 3 months to a maximum of 18 months). All interest rates are flat and fixed.

*Authorised and regulated by the Financial Conduct Authority. Member of the Consumer Credit Association UK.
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Representative Example:

Cash Price £150.00

Credit repaid over 30 weeks by 30 weekly repayments of £7.50

Total amount payable £225.00

Rate of Interest: 86.91% p.a. (fixed)

Representative 330%APR

Before an agreement is entered into, the customer will be given a copy of the Pre-Contract Information and provided with an adequate explanation covering the key features of the credit. The customer is under no obligation to enter into the agreement.

Agreements will be completed with customers that opt to take out the finance offered. Customers will receive a copy of their signed agreement.

All electrical goods are sold under Hire Purchase agreements and will only belong to the customer when they have been paid for in full. Goods must not be sold, disposed of or used as security against another credit agreement until they are owned by the customer. The terms of the Hire Purchase agreement will be fully explained to the customer before the agreement is entered into.

5.1. Repayments

The Company offers the option of home collection under every loan agreement. Home collection may also be offered under other types of agreement at the Companies discretion. Repayments can also be made in the Companies stores or by electronic means (i.e. standing order, card payment, online banking).

5.2. Early Settlements

Customers can repay the remaining balance on their agreements at any time. If an agreement is paid off early, the customer may be entitled to an early settlement rebate.

5.3. Re-financing

Customers can not have more than one active loan account at any one time. Customer's that request to refinance their loan agreements will be assessed on a case-by-case basis. A refinancing request will not be granted if the Company considers that it will result in the repayments becoming unsustainable or otherwise detrimental to the customer.

Customers are required to pay a minimum of 80% of their loan off to terms before they will be eligible to refinance their loan agreement. The customer must have sufficient disposable income to meet the repayments over the term of the loan in a sustainable way. If the customer has shown any repayment difficulty on their existing loan (inconsistent or missed payments and arrears), they will not be allowed to increase their credit limit or to refinance for the same amount. Credit limits will only be increased in small increments that are entirely at the discretion of the Company. The maximum credit limit for cash loans is £500.00.

If the decision is taken to grant the customer's request to refinance, they will be issued with any rebate that is due to them on their existing agreement. If the customer has arrears on any other accounts, they will be requested to bring their payments up to date at this time.

5.4. Multiple Agreements

Customers can request to enter into multiple, concurrent regulated credit agreements with the Company for vouchers, goods and/or flooring. Any such request will be assessed on a case-by-case basis and will not be



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granted if the Company considers that it will result in repayments becoming unsustainable or otherwise detrimental to the customer.

Customers can only have one active voucher agreement at any one time, this is whether or not they currently have an active cash loan agreement. The customer's credit limit may be increased (within their ability to pay) to include agreements for goods and/or flooring alongside active loan and/or voucher agreements.

The customer must have sufficient disposable income to meet the repayments over the term of the agreement in a sustainable way. If the customer has shown any repayment difficulty on their existing agreements (inconsistent or missed payments and arrears), they will not be granted any further credit until they have settled their current agreements, at which time their affordability will be reassessed before any further credit is issued.

Customers that are new to the Company and are paying off their first agreement will only be allowed to enter into a second credit agreement where interest is charged if they have paid a minimum of 50% of the total repayable under their first agreement off to terms.

Credit limit increases are to be granted entirely at the Companies discretion. The maximum credit limit for vouchers is £500.00 and for goods is £3,000.00.

5.5. Missed Payments

Hunter Simpson Finance LTD prefers for customers experiencing payment problems to notify the Company of their financial difficulties. Forbearance will be shown, and the Company will endeavour to work with the customer to reschedule their payment plans and accept reduced/deferred payments at no additional charge.

A Notice of Sums in Arrears will be sent to the customer following four missed weekly repayments (or two monthly repayments).

Customers that fail to keep up their repayments under a Hire Purchase agreement may have their goods repossessed by the Company if one third of the total amount payable under the agreement has not been paid.

Missed payments will be recorded on the customers' credit file and may lead to customers having a bad credit rating for 6 years. This may affect the customers' ability to get credit in the future.

Continued failure to pay account arrears may lead to the use of a Debt Collection Agency and/or the issuing of a Default Notice and possible Court Action with associated costs.

5.6. Statements

Customers' have the right to request one free statement per quarter.

5.7. Change in Circumstances

Customers must notify the Company within fourteen days of any change to their name, address or telephone number.



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6. Ordering Goods and Flooring.

6.1. Goods

The Company reserves the right to require customers to pay a non-refundable deposit of up to 10% of their order value before accepting orders for goods. Deposits may be refunded if the Company cannot deliver the goods on the agreed delivery date and a new delivery date cannot be agreed, or the Company is unable to fulfil an order.

If goods are being purchased under an interest-free credit agreement, the Company requires customers to pay a Pre-Delivery Balance that is equal to 40% of the cash price of the goods before they are delivered. The Pre-Delivery Balance can be paid upfront or by weekly or monthly repayments. Once the Pre-Delivery Balance has been paid, the Company will deliver the goods to the customer.

It is the customer's responsibility to ensure that they measure their doorframes and interior room dimensions to ensure that any furniture will fit into their home before they place their order. The Company cannot be held responsible if an item is too big for a room, or it won't fit through a door or up a staircase.

Customers that wish to change their order should contact the Company as soon as possible, and every effort will be made to accommodate these changes (at the Company's discretion).

6.2. Flooring

To secure an order for flooring, the Company requires customers to pay a non-refundable deposit of a minimum of £40.00 depending on the number of rooms to be carpeted. Deposits may be refunded if the Company cannot deliver the flooring on the agreed delivery date and a new delivery date cannot be agreed, or the Company is unable to fulfil an order.

If flooring is being purchased under an interest-free credit agreement, the Company requires customers to pay a Pre-Delivery Balance that is equal to 40% of the cash price of the flooring before it is delivered. The Pre-Delivery Balance can be paid upfront or by weekly or monthly repayments. Once the Pre-Delivery Balance has been paid, the Company will deliver the flooring to the customer.

It is the customers responsibility to ensure that they remove any existing carpets/flooring and all furniture before any new carpets/flooring are delivered.

The Company will make every effort to ensure that the colours are accurately represented in all samples of products and images on the Company's website and social media pages, but these samples and images are for illustrative purposes only and there may be slight variations in the products when they are fitted.

Customers that wish to change their order should contact the Company as soon as possible, and every effort will be made to accommodate these changes (at the Company's discretion).

7. Delivery

Free delivery is offered on all goods and flooring within most of the Bradford (BD) Postcode areas and some of the Leeds (LS) Postcode areas. Smaller items can also be collected from the Companies stores. Charges may apply for delivery outside of these areas. The Company uses the Royal Mail postal service or an alternative courier service (dependent upon the size/weight of the item being delivered).

Delivery timescales vary from 1-3 weeks (depending upon the item being delivered). Exact delivery dates are confirmed before delivery is scheduled. Customers may be charged to re-arrange delivery if no one is available to receive the delivery. Customers must check the products for correctness, faults and/or damage upon delivery and before installation. Products that are delivered in a faulty or damaged condition are subject to the Companies normal returns procedures. If delivery is delayed by an event outside of the Companies control, steps will be taken to minimise



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the effects of the delay. Customers that wish to cancel their order due to substantial delays may do so by contacting the Company, and any monies paid will be refunded.

Customers that have purchased goods or flooring from the Company by cash sale must make payment in full before delivery can be scheduled. Customers that have been approved for credit must complete a credit agreement for the goods or flooring before delivery can be scheduled. The Company may suspend an order if the customer fails to meet their contractual payments.

7.1. Fitting of Flooring

The Company does not fit flooring. The contract between the customer and Hunter Simpson Finance LTD covers the flooring and its delivery. The Company can arrange for an independent, self-employed, experienced fitter to lay the customers flooring under a separate agreement between the customer and the self-employed fitter. The charges for fitting the flooring are payable by the customer directly to the self-employed fitter on the day of installation. Alternatively, customers can arrange their own fitter, or lay the flooring themselves.

The Company is responsible for the products and services it supplies. The self-employed fitter is responsible for the quality of, and any liability arising from, the installation of the flooring. The Company regularly checks the quality of the work of self-employed fitters recommended to its customers.

8. Cancellations

8.1. Order Cancellations

The Consumer Contract Regulations apply to all customer orders that have not been made in the Companies stores.

Customers' that have ordered products face-to-face with an agent in their home have the right to cancel their order by notifying the Company, in writing, before delivery or within 14 working days beginning with the day after the date of delivery (if the order contains multiple items, the 14-day period runs from the date the last item was delivered). A sample cancellation form can be found on the Company's website at www.hsfincanceltd.co.uk/sample_cancellation_form.pdf.

8.2. Cancellation of Contracts: Cash Loans & Vouchers

Customers' have the right to withdraw from their loan or voucher contract within fourteen days of signing the agreement by giving verbal or written (letter, email, text) notification of their wish to cancel.

The customer has a further 30 days to pay back the loan. During this period, interest will be charged at a rate of £0.28 pence per day (per £100 loaned) for pay weekly loans and £0.33 pence per day (per £100 loaned) for pay monthly loans, until the monies have been fully repaid.

8.3. Cancellation of Contracts: Goods and Flooring Purchased under Retail Credit Agreements

Customers' have the right to withdraw from their agreement within 14 days of signing the contract by giving verbal or written (letter, email, text) notification of their wish to cancel. The cash price of the goods or flooring will then become payable by the customer. If the customer wishes to return the goods or flooring, they should explain why the goods or flooring are being returned in their cancellation notice to the Company. The Companies normal returns procedures will then apply.

8.4. Cancellation of Contracts: Goods Purchased under Hire Purchase Agreements



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Customers' have the right to withdraw from their agreement within 14 days of signing the contract by giving verbal or written (letter, email, text) notification of their wish to cancel. The customer will be entitled to a refund of any monies paid under the agreement provided that they return the goods as specified in the Companies returns procedures.

8.5. Cancellation of Interest-Free Credit Agreements

If the goods or flooring have been purchased under an interest-free credit agreement, the Company reserves the right to apply an admin fee of £10.00 within the 14 day withdrawal period, and a cancellation charge of £60.00 beyond the 14 day withdrawal period. If it is less than two weeks until the customers delivery date, 80% of the order value will be due.

9. Returns and Refunds

9.1. Non-faulty products that have been ordered

When the Consumer Contract Regulations apply (i.e. the customer has ordered products face-to-face with an agent in their home), customer's must return the items to the Company within 14 days of giving their notice of cancellation. Collection of the items may be arranged at the Companies discretion; the customer will be charged for collection according to the number of items to be returned and their location. Customer's will be entitled to a refund of any monies paid, within 14 days of the Company receiving the item(s) back or proof that the item(s) have been returned). The Company will be entitled to make a deduction from the refund if the value of the item has been reduced because of the customer having handled it more than necessary (the customer should only handle the item(s) to the same extent as they would if they were assessing them in a shop). Customers will also be entitled to a refund of the *basic* delivery costs paid for the item(s) to be delivered to them.

9.2. Non-faulty products purchased under Retail Credit agreements or by cash sale

Customers must return products to the Company in the same condition as received, and in their original packaging, within 7 days of their cancellation notice (retail credit agreements) or their date of purchase (cash sales). Collection of the item(s) may be arranged at the Companies discretion; the customer will be charged for the collection of the item(s) according to the number of items to be returned and their location. Any refund due to the customer will be processed within 30 days. The Company reserves the right to refuse an exchange or refund if item(s) are not returned in a saleable condition or are damaged. This does not affect the customer's statutory rights under the Consumer Rights Act 2015 relating to faulty or mis-described goods.

9.3. Non-faulty goods purchased under Hire Purchase agreements

Customers' have the right to terminate their Hire Purchase agreements at any time by notifying the Company in writing. It is the customers' responsibility to return the goods to the Company. Collection of the goods may be arranged at the Companies discretion; the customer will be charged for the collection of the goods according to the number of items to be returned and their location. The Company will be entitled to half of the total amount payable under the agreement. If the customer has paid at least this amount plus any overdue instalments and have taken reasonable care of the goods they will not have to make any further payments.

9.4. Faulty/Damaged Products

Customers can claim a full refund for faulty or damaged products at any time up to 30 days after delivery. The Company will organise and pay for the collection of faulty or damaged items. After 30 days (or earlier if the customer chooses), the customer can claim a replacement or repair instead. Any refund due to the customer



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will be processed within 30 days. The Company will uphold the customer's statutory rights contained within the Consumer Rights Act 2015 in relation to the return of faulty products.

9.5. Restrictions on the Return of Flooring (including Carpet, Vinyl, Laminate or Wood Flooring)

If a flooring product has been cut to fit a customers' floor this will diminish the value of the flooring, so the Company may deduct a sum from the customers' refund to reflect this. If the flooring has already been fitted in the customers' home, the Company will only accept the return of the flooring if it is faulty.

Privacy

Hunter Simpson Finance LTD conducts all their business in accordance with the *General Data Protection Regulations* (GDPR) and is registered with the Information Commissioner's Office (Registration Reference ZA003743).

In line with Data Protection legislation, customers can be assured that their privacy will be respected and protected and that any personally identifiable information (e.g. name, address, date of birth etc.) will only be kept for as long as is required by law.

Hunter Simpson Finance LTD shares its customer account data with the Credit Reference Agency *Callcredit*. The Company is bound by the *Principles of Reciprocity* that govern the sharing of personal credit data via the closed user groups of the Credit Reference Agencies.

10. Complaints

Hunter Simpson Finance LTD aims to provide its customers with a high-quality service at all times. We would like to hear from any customer that is dissatisfied with any aspect of our service, and equally appreciate any positive feedback and/or suggestions regarding improvements to our service.

The Companies *Complaints Procedure* document is readily available on our website at <http://www.hsfinanceltd.co.uk/complaintsprocedure.pdf> and in hard copy format on request.