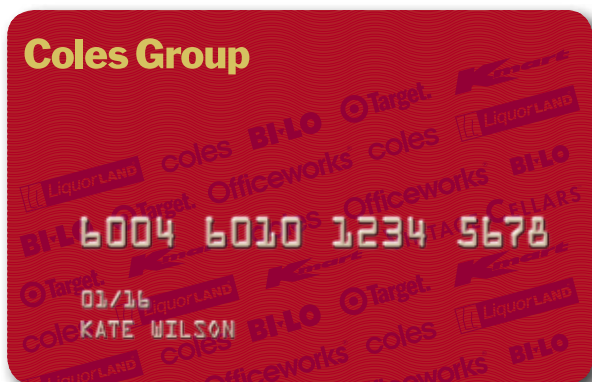


# Coles Group Card™ Contract Documents



## The smarter shopping card

**\*This booklet includes the contract documents and important notices about your credit contract.**

**February 2016**

# Coles Group Card™

## Credit Contract - Conditions of Use

Your credit contract comprises the Conditions of Use and the financial table.

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This document does not contain all the pre-contractual information **we** are required by law to give **you**. Further terms and conditions are in the **financial table**.

Words printed like **this** are explained in 39 together with some other key words.

**We** strongly recommend that **you** read these Conditions of Use and the **financial table**, carefully. If **you** have any questions please contact **us**.

**Part A: Information about these conditions of use**

**1 When are you bound by the credit contract?**

You are bound by the credit contract as soon as you or any additional cardholder use the account to access credit.

**Part B: Information about cards and your account**

**2 What can a card be used for?**

- 2.1 A **card** can be used to obtain credit from us:  
(a) to pay for all or part of the price of goods and **services**; and  
(b) subject to 3, for cash, where the goods, **services** or cash are obtained from a retail store or other supplier approved by **us** or where the cash is obtained from a terminal nominated by **us**. However, in **our** discretion, **we** may decline authorisation for any transaction on **your account** or for transactions on any **card** issued by **us** on **your account**.
- 2.2 A **card** can only be used to obtain credit if:  
(a) the **card** is presented to the supplier; or  
(b) the supplier is given details of the **card** in some other way **we** have approved (for example, **we** might allow details to be given over the telephone, on an order form or electronically) and the person using the **card** or supplying the details is the relevant **cardholder**.
- 2.3 A **card** presented to a supplier may be accepted only if:  
(a) it is signed by the **cardholder** and is used prior to the expiry date on the face of the **card**; and  
(b) the **cardholder** signs a voucher and the signature matches the signature on the **card**; and  
(c) the **account** has not been closed under 27 or use of the card has not been suspended or cancelled under 27; and  
(d) any identification required by the supplier is provided.
- 2.4 **You** are liable to **us** for the amount of a **purchase** or a **cash advance** from the date **we** assign to the

transaction in accordance with 38.1, and the credit **we** provide in respect of those amounts is payable in accordance with this **credit contract**.

### 3 When will the cash advance facility be available and what are the cash limits?

- 3.1 If the **cash advance** facility becomes available it will only be available from the day that **we** notify **you**.
- 3.2 **We** may withdraw the **cash advance** facility at any time.
- 3.3 The minimum amount of a cash advance will be as notified by us to you.
- 3.4 A **cardholder** may not obtain, in any **statement period** or on any day, a **cash advance** in excess of an amount notified by **us** to **you**.

### 4 Can additional cards be issued?

- 4.1 **We** may issue a **card** to anyone over the age of 16 that **you** nominate. **You** authorise an **additional cardholder** to operate the **account** in every way **you** are able to and each use of such a **card** is subject to the **credit contract**.
- 4.2 **You** will be liable for any use of a **card**, and any breach of the **credit contract**, by a **cardholder**. However, **you** will not be liable if the **additional cardholder's** right to use the **card** was previously withdrawn in accordance with 4.3.
- 4.3 An **additional cardholder's** right to use a **card** will be withdrawn from when:
  - (a) **you** have notified **us** **you** want that to happen; and
  - (b) **we** have received the **card**.

### 5 Who owns the cards?

Each **card** is **our** property. **You** must immediately return each **card** to **us** on demand.

### 6 What is your credit limit?

- 6.1 **Your credit limit** is set out in the **financial table**.
- 6.2 **We** may increase **your credit limit** either generally or for a specified period or until a specified time at **your** request or with **your** consent in any form required by law.
- 6.3 **We** may also reduce **your credit limit** at any time without **your** consent.
- 6.4 **You** must immediately pay the amount of any excess of the outstanding balance on **your account** over your credit limit. This obligation applies notwithstanding 11.2(c) and 14. The latter clauses deal with the situation where **you** have not met **your** obligations under this clause.

### 7 Statements of account and statement periods

- 7.1 A statement of account will be issued to **you** at a predetermined date each month after the end of each **statement period** unless the law says **we** do not have to.
- 7.2 The period of a **statement period** is determined by **us**

but will not exceed 40 days.

- 7.3 **You** must check all entries on **your** statement of account. **You** must report any apparent error or possible unauthorised use of the **account** to **us** immediately, to enable **us** to assist with resolving the issue.

### 8 Amounts debited to your account

- 8.1 **Your account** will be debited with, and **you** agree to pay to **us**:
  - (a) the amount of each **purchase**;
  - (b) the amount of each **cash advance**;
  - (c) interest calculated under 18, 19 and 20;
  - (d) fees and charges described in 9.1; and
  - (e) any other amounts owing under the **credit contract**.
- 8.2 **You** agree that:
  - (a) the amount shown on a sales voucher or any other evidence of a **purchase** is sufficient evidence of the **purchase** and the amount of the **purchase**; and
  - (b) the amount shown on a **cash advance** voucher or any other evidence of a **cash advance** is sufficient evidence of the **cash advance** and the amount of the **cash advance**; and
  - (c) the above applies regardless of whether the voucher or other evidence is signed by a **cardholder**.

## Part C: Information on fees and charges

### 9 What fees and charges apply?

- 9.1 Subject to 10, **you** must pay the following credit, and other, fees and charges:
  - (a) those described in the **financial table** (if any);
  - (b) those imposed under 10.2 as changed under 10.1;
  - (c) an amount equivalent to government charges and duties on receipts received, or withdrawals made, in connection with **your account** the amount of which is calculated in accordance with relevant legislation (these charges and duties are stamp duty imposed on credit card business (Queensland and Tasmania) and stamp duty imposed on credit business (Queensland)); and
  - (d) reasonable enforcement expenses reasonably incurred by us in enforcing the credit contract, including enforcement expenses reasonably incurred by the use of our staff and facilities (these expenses are payable on demand).
- 9.2 Any fee or charge payable by **you**:
  - (a) will be debited to your account at the time stated in the **financial table** or when it is due and payable by **you** or when **we** incur it (whichever is earlier); and
  - (b) is not refundable once paid.

## 10 Can fees and charges change or new ones be introduced?

- 10.1 The amount, frequency or time for payment of a fee or charge under the credit contract may be changed by us at any time.
- 10.2 **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 **us** to **you** under the **credit contract**.

The amount, frequency or time for payment of a fee or charge may change or a new fee or charge may be imposed under the **credit contract**. You will be informed of this change or the new fee or charge under 10.3, 10.4 and 10.5.

- 10.3 Subject to 10.5, **we** will notify **you** of a unilateral change by **us** in the amount of a fee or charge or a new fee or charge by:
- (a) giving **you** particulars in writing; or
  - (b) advertising the change in a newspaper circulating throughout Australia
- at least 20 days before the change takes effect.
- If **we** give **you** newspaper notice **we** will also notify **you** of the change before or when the next statement is sent to **you** after the change takes effect.
- 10.4 Subject to 10.5, **we** will also give **you** particulars in writing of any unilateral change by **us** in the frequency or time for payment of a fee or charge no later than 20 days before the change takes effect.
- 10.5 **We** need not give **you** notice under 10.3 and 10.4 if the change reduces **your** obligations or extends the time for payment. In that case **we** may instead advise **you** of the change before or when the next statement of account is sent to **you** after the change takes effect.

## Part D: Payments

### 11 What is the minimum amount you must pay for each statement period?

- 11.1 **Your** statement of account for a **statement period** will set out the minimum amount payable for that **statement period** and by when it must be paid.
- 11.2 The amount will consist of:
- (a) **your monthly payment** – this amount is payable by the **due date** shown on the relevant statement of account;
  - (b) **your overdue amount** – this amount is payable immediately;
  - (c) **your overlimit amount** - this amount is payable immediately; and

(d) any other amount due under the **credit contract** which is payable on demand (such as enforcement expenses under 9.1(d)).

- 11.3 If the amount you must pay under 11.2 for a **statement period** is more than \$10, we will, after excluding any **instalment payment** which is part of the **monthly payment**, deduct the excess (which will still form part of the **closing balance**) from the amount which would otherwise be **your monthly payment**.
- 11.4 A payment must be in Australian dollars and made in a form acceptable to **us**.

The amount, frequency or time for payment of a fee or charge may change or a new fee or charge may be imposed under the **credit contract**. **You** will be informed of this change or the new fee or charge under 10.3, 10.4 and 10.5.

- 11.5 **We** may change at any time the amount or frequency or time for payment, or the method of calculation, of payments under the **credit contract**. **We** will give **you** notice in writing (including by email in certain circumstances where you have consented to receive a certain disclosure electronically) of any such change no later than 20 days before the change takes effect.
- 11.6 **We** need not give **you** notice under 11.5 if the change reduces **your** obligations or extends the time for payment. In this case, **we** may instead advise you of the change before or when the next statement of account is sent to **you** after the change takes effect.

### 12 How is the monthly payment and the closing balance calculated?

- 12.1 **Your monthly payment** for a **statement period** is:
- (a) nil if **your closing balance** is \$5 or less;
  - (b) the **closing balance** if it is more than \$5 but less than \$10;
  - (c) 2.4% of the **closing balance** or \$10 (whichever is greater) if the **closing balance** is \$10 or more but not more than your **credit limit**; and
  - (d) otherwise 2.4% of **your credit limit** or \$10 whichever is greater
- PLUS any **instalment payment** due for that **statement period**.
- 12.2 **Your closing balance** in a **statement period** for the purposes of 12.1 is the **closing balance** shown on the relevant statement of account less:
- (a) any **overdue amount**;
  - (b) any amount referred to in 11.2(d); and
  - (c) any outstanding amount for a **purchase** the subject of a **special promotion** if the **special promotion term**

has not expired on the relevant **statement date**;  
and

(d) the outstanding balance of any **deferred fees** as at the relevant **statement date**.

### 13 How is the overdue amount calculated?

Your **overdue amount** for a **statement period** is any unpaid part of a **monthly payment** due in a previous **statement period**.

### 14 How is the overlimit amount calculated?

Your **overlimit amount** is the excess of the **closing balance** at the relevant **statement date** over your **credit limit**.

### 15 From when do you get credit for a payment?

We will give **you** credit for any payment **you** make from and including the date **we** receive the payment or proceeds of the payment. In the case of processing funds paid by cheque this may take up to 5 business days. If **you** use BPAY® to pay it may take up to 3 business days for **us** to receive **your** payment. The time taken may vary depending on **your** financial institution.

### 16 How are payments applied?

16.1 Subject to 15 and 16.2, **we** ordinarily apply a payment in the following order in payment of any unpaid amounts to the extent that the relevant items have been charged to **your account** at the time the payment is processed:

- (a) government taxes, duties or charges, enforcement expenses, and any other fees or charges (excluding interest and **deferred fees**) in order of those bearing interest at the lowest to the highest rate;
- (b) interest debited to **your account** relating to the **cash advance balance** and the **purchase and charges balance**;
- (c) **account cover premiums** and other consumer credit insurance premiums which are taken out by **you** through **us** or **our** related entities;
- (d) **instalment payments** due in the current, or a previous, **statement period**;
- (e) **special promotion purchases** which have a **special promotion term** due to expire in the **statement period** in which the payment is received, and any **deferred fees** relating to those **purchases**, (in order of expiry date);
- (f) the following types of transactions which have appeared on a statement of account, in the following order: **cash advances**; **purchases** other than **special promotion purchases**, and **special promotion purchases** which have a **special promotion term** which has expired (in order

of expiry date);

(g) the following types of transactions which have not yet appeared on a statement of account, in the following order: **cash advances**, and **purchases** other than **special promotion purchases**;

(h) other **special promotion purchases** (and any related **deferred fees**) (in order of expiry date) to the extent not covered above; and

(i) in such order as **we** decide, against all other amounts due by **you** (including against such other amounts as are due by **you** under the **credit contract** and such amounts as are due by **you** under any other credit contracts between **you** and **us**).

16.2 The effect of making all or part of an **instalment payment** before it is due for payment may be to reduce the **special promotion term**, depending on the amount paid.

### 17 How are refunds processed and applied?

17.1 **We** process refunds for goods or **services** returned to a supplier with effect from and including the date which the supplier informs us was the date that the return was made.

17.2 **We** will apply a refund in such order as **we** decide against all amounts due by **you**.

## Part E: Interest

### 18 When will interest not be charged on a purchases, general fees and relevant amounts?

18.1 Subject to 18.2, 18.3 and 18.4, **we** do not charge interest on a **purchase** which is not a **special promotion purchase**, on a **general fee** or on a **relevant amount**, if:

- (a) **you** pay the full **closing balance** (if any) for the **previous statement** by the **due date** of the **previous statement**; and
- (b) **you** pay the full **closing balance** shown on the **listing statement** by the **due date** for the **listing statement**.

18.2 Subject to 18.3, if the **closing balance** shown on a statement of account is not more than \$5, **we** do not charge interest on that **closing balance** during the **statement period** after that to which the statement of account relates.

18.3 For the purposes of 18.1 and 18.2 **we** assume:  
(a) the **closing balance** is reduced by any outstanding amount relating to a **special promotion purchase** and any **deferred fee**, but in each case only if the relevant **special promotion term**:

- has not expired; and

- is not due to expire during the **statement period** after the statement of account to which the **closing balance** relates,

but the **closing balance** does include any **instalment payment** which is payable by the **due date** for the statement of account to which the closing balance relates; and the **closing balance** includes any **overdue amount**, any **overlimit amount** and any amount referred to in 11.2(d).

18.4 **We** do not charge interest on **account cover premiums**. (We charge interest on other insurance premiums subject to 18.1 to 18.3).

## 19 How is interest on the purchase and charges balance calculated?

19.1 Subject to 19.2 and 19.3, **we** charge interest on the **purchase and charges balance** on a daily basis by applying the relevant current daily percentage rates for **purchases** (which is the relevant current **purchases annual percentage rate** divided by 365) to the relevant part of the **purchase and charges balance** at the end of each day.

19.2 If a purchase is:

- (a) the subject of a **No Payment – No Interest Promotion** – interest will only apply to that purchase from the day after the end of the relevant **special promotion term**;
- (b) the subject of a **Conditional Interest Promotion** – interest will only apply to that **purchase** if the amount of the **purchase** is not paid in full by the end of the **special promotion term**; and
- (c) the subject of an **Instalment Interest Free Promotion** – interest will only apply to that **purchase** from the day after the end of the **special promotion term**.

19.3 **We** will not charge interest on a **purchase**, a **general fee** or a **relevant amount** to the extent 18 applies.

## 20 How will interest on the cash advance balance be calculated?

20.1 **We** charge interest on the **cash advance balance** on a daily basis by applying **our** current daily percentage rate for cash (which is **our** current **cash annual percentage rate** divided by 365) to the **cash advance balance** at the end of each day.

## 21 Can an annual percentage rate change?

An **annual percentage rate** may change under the **credit contract**. **You** will be informed of the change under 21.2 and 21.3.

21.1 **We** may change an **annual percentage rate** at any time.

21.2 If **we** increase an **annual percentage rate** **we** will notify **you** of the change by:

- (a) giving **you** particulars in writing; or
- (b) advertising the change in a newspaper circulating throughout Australia no later than the day the change takes effect. If **we** give **you** newspaper notice **we** will also notify **you** of the change before or when the next statement of account is sent to **you** after the change takes effect.

## 22 How frequently will interest be debited?

22.1 Interest will be debited monthly to **your account** as at the last day of each **statement period**. Subject to 22.2, 22.3, 22.4 and 38, it will be calculated for each day of the relevant **statement period**, and may include adjustments relating to prior **statement periods**.

22.2 Interest charges on a **purchase** (which is not a **special promotion purchase**), a **general fee** or a **relevant amount** will first be debited to **your account**:

- (a) if **you** have made payment in accordance with 18.1(a) – on the last day of the **statement period** after the **statement period** for the **listing statement**; or
- (b) otherwise – on the last day of the **statement period** for the **listing statement**.

In each case, interest charges on the **purchase**, **general fee** or **relevant amount** will continue to be debited to **your account** on the last day on each subsequent **statement period** until the **statement period** in which the amount is repaid in full.

22.3 Interest charges on each amount contained in the **cash advance balance** will first be debited to **your account** on the last day of the **statement period** for the **listing statement** and will continue to be debited to **your account** on the last day on each subsequent **statement period** until the statement period in which the amount is repaid in full.

22.4 If a **purchase** is a **special promotion purchase**, interest on that **purchase** will only be debited to **your account** once the **special promotion term** ends (although if the **purchase** is the subject of a **Conditional Interest Promotion**, interest may arise during the **special promotion term** in accordance with 19.3(b)).

## 23 How will you know what the interest is for a statement period?

The interest debited in a statement period will be shown on your statement of account for that statement period.

## 24 Do we charge interest on any interest or on fees and charges?

**We** charge interest on interest and on any other fees and charges (except for **non-interest bearing fees** and **account cover premiums**) in accordance with 19 to 20.

## Part F: Special Promotions

### 25 How do special promotions work?

- 25.1 **We** may, on conditions **we** specify, at any time make available a **special promotion** allowing a term of up to 72 months for an eligible **purchase** ("**special promotion term**") during which, subject to 19.2:
- (a) no interest will accrue on that **purchase** and no **monthly payment** need be made in respect of that **purchase** ("**No Payment – No Interest Promotion**"); or
  - (b) no **monthly payment** need be made in respect of that **purchase** but on which interest will accrue in accordance with 19.2(b) ("**Conditional Interest Promotion**"); or
  - (c) no interest will accrue on that **purchase** and payments must be made by specified instalments ("**Instalment Interest Free Promotion**").
- 25.2 If **we** make available a **special promotion we** will specify, by notice at the selected supplier's premises or otherwise:
- (a) the eligible **purchases**; and
  - (b) the period during which an eligible **purchase** must be made for it to be the subject of the **special promotion**; and
  - (c) 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) (if that term would otherwise expire on a date which does not exist then it expires on the next date); and
  - (d) 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.
- 25.3 If a **cardholder** makes a **purchase** subject to a **special promotion** then the relevant **special promotion term** commences on the date on which the purchase is made and expires at the end of the applicable term.
- 25.4 Unless in our discretion **we** choose to do so, **we** will only treat an eligible **purchase** as subject to a **special promotion** if the **cardholder** nominates that **purchase** accordingly at the time the eligible **purchase** is made.
- 25.5 If **we** exercise any of **our** rights under 26.1 or 27.2 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 **we** close **your account** or make the relevant request (as the case may be).

## Part G: Defaults, cancellation or suspension of the card and closure of the account

### 26 What happens on default?

- 26.1 If you are in default and subject to any applicable law (such as consumer credit legislation) we may:
- (a) require payment in full of the unpaid balance of the account (in which case that amount is due and payable by you immediately or as soon thereafter as is permitted by any applicable legal provision or requirement); and
  - (b) require the immediate return of all cards (in which case you must immediately return all cards to us).
- 26.2 **You** are in default if:
- (a) you breach any term of the credit contract or the terms of any other agreement or security you have with us; or
  - (b) any information you give us in connection with applying for the account or assisting us with assessing your ability to repay any credit we make available to you is false or misleading. Enforcement expenses may become payable under the credit contract in the event of a breach.

Enforcement expenses may become payable under the **credit contract** in the event of a breach.

### 27 When can a card be suspended or cancelled or an account closed?

- 27.1 **We** may unilaterally, or on **your** request, and in both cases at our discretion:
- (a) close an **account**; or
  - (b) suspend the use of a **card**, cancel a **card** or retain a **card** presented to a supplier.
- 27.2 A **card** may not be used after the **account** is closed and when **we** give **you** notice of the closure **you** must immediately return all the **cards** to us.
- 27.3 If the use of a **card** is suspended the relevant **cardholder** does not have the right to use the card for the period of suspension. If a **card** is cancelled the **cardholder** has no further right to **use the account** with that **card**.
- 27.4 Suspension, cancellation or closure does not affect any of your obligations, or those of any other **cardholder**, in respect of the **account**.
- 27.5 If the **account** is closed or a **card** is cancelled **you** must cancel any periodical debits authorised to be made to the **account** or against the **card** by direction to the relevant supplier.



## Part H: General Conditions

### 28 What to do if a card is misused, lost or stolen

**You** must ensure that a **cardholder** informs **us** immediately if their card has been misused, lost or stolen. **We** must be given all the information that **you** or the **cardholder** have or can reasonably obtain regarding the loss or theft.

### 29 Who pays for unauthorised transactions?

29.1 Your liability for all unauthorised transactions on a card arising from a particular misuse, loss or theft is limited to \$0 unless 29.2 applies.

29.2 You will be liable for all unauthorised transactions between the time:

- (a) when a cardholder became aware (or ought reasonably to have become aware) of the misuse, loss or theft of their card; and
- (b) when we are notified under 28 of that event.

### 30 Some cases when we are not liable

If **we** are a linked credit provider of a supplier under trade practices or consumer credit legislation, **you** may have rights against us in relation to goods or services which are the subject of a **purchase**. Subject to those rights, and any other applicable law, we are not responsible or liable:

- (a) if a supplier or other person refuses to accept or honour any **card**, no matter what the reason; or
- (b) for any defect or deficiency whatsoever in respect of any goods or **services** (for example, with respect to the quality of any goods or **services** or their fitness for any purpose).

### 31 We may act on your instructions

**You** acknowledge that, subject to the **credit contract**, we may act on **your** written or oral instructions or those of any **additional cardholder**.

### 32 Joint account holders

Where an **account** has been opened in the names 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 any breach of the **credit contract**.

### 33 You must advise us of a change in contact details

**You** must notify **us** promptly of any change in **your** name, address or telephone number.

### 34 Changes to the credit contract

In addition to the changes to fees and charges, payments and **annual percentage rates** referred to in 10, 11, and 21, **we** may change any other term of

the **credit contract** and will give **you** notice of any such change as required by relevant legislation.

### 35 Is it possible for credit contract terms to be waived?

**We** may waive any term in the **credit contract** in whole or in part on any terms **we** specify. A waiver has no effect unless it is in writing by us or on **our** behalf unless **we** determine otherwise. A waiver applies only to the particular case, and to the particular condition, to which it relates. It does not apply on an ongoing basis. A waiver does not have the effect of changing any term of the **credit contract**.

### 36 Access to information

**You** authorise an **additional cardholder** to access any information relating to the **account** and agree **we** may provide that information at **our** discretion. That information might, without limitation, include:

- (a) the outstanding balance on 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.

### 37 Notices

37.1 A notice from you to us must be in writing or in the case of terminating the contract by calling us

37.2 In addition to giving notice to **us** in any other way permitted by law, if **you** wish to give **us** a notice **you** may send it by post or leave it at GPO Box 940G, Melbourne, Victoria 3001.

If **we** wish to give **you** a notice **we** must provide it in writing and:

- (a) deliver it personally to **you**;
- (b) leave it at, or send it by post, facsimile or similar facility to the address that **you** have nominated to us in writing or otherwise the address of **your** place of residence last known to **us**; or
- (c) give it in a newspaper if that is not prohibited by law;
- (d) subject to **us** obtaining your consent:
  - (i) email it to the email address that **you** have nominated to **us**;
  - (ii) make it available for retrieval by **you** when **you** next access your **Online Service Centre** account. If **we** give **you** notice in this manner, **we** will send **you** an email to tell **you** that the notice is available for retrieval.

37.3 **We** can also give **you** notice in any other way permitted by law (such as consumer credit legislation).

37.4 **We** do not have to give **you** notice where any law (such as consumer credit legislation) relieves us from an obligation to give a notice or other document to you.

### 38 Effective dating and adjustments

38.1 **We** may assign any date **we** consider appropriate to a debit or credit to **your account** but, in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. If **we** do this **we** may make consequential adjustments (for example to interest).

38.2 **We** may subsequently adjust a debit or credit to the account so as to accurately reflect the legal obligations of **you** and **us** (for example, because of an error or a dishonour of a cheque). If **we** do this **we** may make consequential adjustments (for example to interest).

38.3 However, an amount contained in the **purchase and charges balance** (excluding a **special promotion purchase**) or the **cash advance balance** will only be included in the relevant balance from the later of:

- the date assigned to that amount in accordance with 38.1; or
- the opening date of the listing statement for that amount.

### 39 Interpretation

These definitions apply:

**account** means **your** Coles Group Card™ account with **us**.

**account cover premium** means premiums debited to **your account** in relation to consumer credit insurance referred to as “Account Cover” and which is taken out by you through **us**.

**additional cardholder** means a person issued a card under 4.

**annual percentage rate** means, subject to change under 21, each of the **purchases annual percentage rate**, the **standard annual percentage rate**, and the **cash annual percentage rate**.

**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 their specific or implied consent.

**cash advance** means cash obtained under 2.1(b).

**cash advance balance** means subject to 38.3, at any time the total of the amount outstanding under the **credit contract** for:

- credit provided for **cash advances**;
- **cash fees** debited to **your account**;
- interest debited to **your account** in respect of either of the above; and

- interest debited to **your account** in respect of the above interest.

**cash annual percentage rate** means, subject to change under 21, the rate by that name which is described or disclosed in the **financial table**.

**cash fees** means any fees relating to a **cash advance** that **we** charge from time to time, debited to **your account**.

**closing balance** means, subject to 12.2 and 18.3 the amount owed on the **account** at the end of a **statement period**.

**Conditional Interest Promotion** has the meaning given in 25.1(b).

**credit contract** means these Conditions of Use and the **financial table**.

**credit limit** means the maximum amount of credit available to all **cardholders** in respect of an **account**, as notified to **you** or determined under 6.

**Credit provider** or **credit provider** means Wesfarmers Finance Pty Ltd (ABN 58 601 282 455, Australian Credit Licence Number 470916)

**deferred fee** means a special promotion fee relating to a **No Payment-No Interest Promotion** or a **Conditional Interest Promotion** where the relevant **special promotion term** has not expired on the relevant day.

**disclosure date** means the **disclosure date** set out in the **financial table**.

**due date** in respect of a **statement period** is the last day of the next **statement period**.

**financial table** means the document named “**Financial Table**” with the number of **your account** in it and which is either included at the front of this Conditions of Use booklet or is provided to **you** separately.

**general fees** means all fees and charges (included in the financial table or clause 9), which are debited to **your account**, but excluding **cash fees** and **non-interest bearing fees**.

**Instalment Interest Free Promotion** has the meaning given in 25.1(c).

**instalment payment** means a payment due under the terms of an **Instalment Interest Free Promotion**.

**insurance premium** means premiums debited to **your account** in relation to any insurance taken out by **you** through **us**.

**listing statement** means, with respect to any transaction or amount charged to your account, the statement of account on which the relevant transaction or amount is first listed.

**listing statement period** means, with respect to a **purchase** or **cash advance**, the **statement period** covered by the **listing statement** for that transaction.

**monthly payment** means the amount calculated

under 12.

**No Payment – No Interest Promotion** has the meaning given in 25.1(a).

**Non-interest bearing fees** means any **special promotion**, paper statement fee or any other fee we tell you is a **non-interest bearing fee** from time to time.

**Online Service Centre** means the internet based service provided by us that allows you to access your **account** as described in the Online Service Centre terms and conditions.

**overdue amount** means the amount calculated under 13.

**overlimit amount** means the amount calculated under 14.

**prepayment** means a monthly payment made in advance.

**previous statement** means, with respect to any transaction or amount charged to **your account**, the statement of account before the **listing statement** for that transaction or amount.

**previous statement period** means, with respect to a **purchase** or **cash advance**, the **statement period** covered by the **previous statement** for that transaction.

**purchase** means a purchase of goods or **services** made under 2.1(a), including any **insurance premium** and includes the amount of such **purchase** but excludes any **cash advance**.

**purchase and charges balance** means, subject to 19.3 and 38.3, at any time the total of the amount outstanding under the credit contract for:

- credit provided for purchases;
- general fees debited to your account;
- interest debited to your account in respect of either of the above; and
- interest debited to your account in respect of the above interest.

**purchases annual percentage rate** means, subject to change under 21, the standard annual percentage rate.

**relevant amounts** means any interest debited to **your account** which forms part of the **purchase and charges balance**.

**services** includes, without limitation, refinancing a **credit contract**.

**special promotion** means a No Payment – No Interest Promotion, a **Conditional Interest Promotion** and an **Instalment Interest Free Promotion**.

**special promotion purchase** means a purchase to which a special promotion applies at the relevant time.

**special promotion term**, in relation to a purchase, has the meaning given in 25.1.

**standard annual percentage rate** means, subject to

change under 21, the rate by that name which is described or disclosed in the financial table.

**statement date** is the last day of a statement period.

**statement period** is a period determined under 7.2.

**use the account** means **use the account** in any way and includes, without limitation, continuing to owe money on, or having a credit balance on, the **account**.

**we, us, our** means Wesfarmers Finance Pty Ltd (ABN 58 601 282 455) Australian Credit Licence Number 470916, or its authorised credit representative, Latitude Financial Services Australia Holdings Pty Ltd (ACN 603 161 100) where applicable.

**you** means the person named as the applicant for an account and includes your successors and assigns and your has a corresponding meaning.

This is a notice we are required to give under the National Credit Code.

## Information Statement

### Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and the credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme (the Financial Ombudsman Service Australia - contact details set out in Section 9 below), or get legal advice.

## The Contract

### 1. How can I get details of my proposed credit contract?

The credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

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

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, your credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the

contract document to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy –

- 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.

### **3. 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 the credit provider has not been used to acquire goods or 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 terminated the contract.

### **4. Can I pay my credit contract out early?**

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

### **5. How can I find out the pay out figure?**

You can write to the 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.

The 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.

### **6. Will I pay less interest if I pay out my 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 the credit provider to charge one) and other fees.

### **7. Can my contract be changed by the credit provider?**

Yes, but only if your contract says so.

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

That depends on the type of change. For example:

- you get at 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 at least 20 days advance written 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 the credit provider; except where the change reduces what you have to pay or the change happens automatically under the contract.

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

Yes. You should first talk to the 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 Financial Ombudsman Service Australia and can be contacted at 1800 367 287, [www.fos.org.au](http://www.fos.org.au) or at GPO Box 3, Melbourne, VIC 3001. Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for more information on 1300 300 630 or through the ASIC website at <http://www.asic.gov.au>.

## **Insurance**

### **10. Do I have to take out insurance?**

The credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not.

### **11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or Consumer Credit Insurance and the premium is financed by the credit provider. In that case the Insurer must give you a copy of the policy within 14 days after the Insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by the credit provider then, within 14 days of that happening, the credit provider must ensure you have a written notice of the particulars of that insurance. You can always ask the Insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

### **12. If the Insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The Insurer will inform you if the

proposal is rejected.

**13. In that case, what happens to the premiums?**

The credit provider must give you a refund or credit unless the insurance is to be arranged with another Insurer.

**14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the Insurer.

**General**

**15. Do you have a privacy policy?**

To find out more about how **we** manage **your** personal information, you can access the privacy policies of **Coles**, the Credit Provider and **Latitude Group** at [colescreditcards.com.au/privacy](http://colescreditcards.com.au/privacy). The privacy policies contain information about how you can raise a concern in relation to **your** privacy and how **we** will deal with such a concern. They also contain information about how you can access the personal information **we** hold about you and how you can ask **us** to correct that information. The Credit Provider also has a Credit Reporting Policy which is available on the website [colescreditcards.com.au/about-coles-creditcards/privacy-and-security](http://colescreditcards.com.au/about-coles-creditcards/privacy-and-security). It includes the most up-to-date information about how the Credit Provider handles **your** credit-related personal information.

**16. What do I do if I cannot make a repayment?**

Get in touch with the credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask the credit provider to change your contract in a number of ways, for example:

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

**17. What if the credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong. If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 18.

**18. Can the 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 that you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

**19. Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT THE CREDIT PROVIDER'S CUSTOMER RESOLUTION TEAM ON 1300 306 397 OR AT THE POSTAL ADDRESS SHOWN ON YOUR STATEMENT OF ACCOUNT. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE YOU CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE. EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AUSTRALIA AND CAN BE CONTACTED AT 1800 367 287, [WWW.FOS.ORG.AU](http://WWW.FOS.ORG.AU) OR GPO BOX 3, MELBOURNE VIC 3001 (AUSTRALIA). PLEASE KEEP THIS INFORMATION STATEMENT, YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

Credit provided by Wesfarmers Finance Pty Ltd (ABN 58 601 282 455),  
Australian Credit Licence number 470916 ("Wesfarmers Finance").  
Latitude Financial Services Australia Holdings Pty Ltd (ACN 603 161 100)  
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