



## Harris Scarfe Value Plus Credit Card

### Credit Contract

Australian Credit Licence No: 385088

# Contents

## Credit Contract

### Terms and Conditions of Use

- Section A Information about the Conditions of Use
- Section B Information about Cards and your Account
- Section C Information about your Credit Limit
- Section D Statement of Account and Statement Periods
- Section E Payments
- Section F Interest
- Section G Fees and Charges
- Section H Defaults, Cancellations or Suspension of the Card and Closure of the Account
- Section I Special Promotions
- Section J General
- Section K Meaning of Words

Information statement - Things you should know about your proposed credit contract

Credit guide

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 CREDIT 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 every way you are able to and you agree that 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) Terminating the Credit Contract
  - a. You have a right to terminate the Credit Contract at any time. You can do this by making a request through the website [harrisscarfe.com.au/valuepluscards](http://harrisscarfe.com.au/valuepluscards) or by returning the Card to any Harris Scarfe Store or Level 6, 111 Cecil Street, South Melbourne, VIC., 3205 with a written request to terminate.
  - b. We process any requests to terminate a Credit Contract as soon as we reasonably can, but it may take until the end of the next business day after your request for us to do so.

- c. You will be liable for any new purchases made using a Card until we actually terminate the Credit Contract or cancel the Cards. You can manage the risk of this happening by returning all Cards to a Harris Scarfe Store or by destroying them.
  - d. If the Account has a debit balance when you ask to terminate the Credit Contract, the balance must be repaid in full before the Credit Contract can be terminated. Interest, and fees and charges will continue to be charged, and you must repay them in accordance with this Credit Contract until the balance has been paid in full. However, we will cancel the Card or Cards so that no new purchases can be made.
  - e. If the Credit Contract has a special promotion under Clause 10 in effect at the time you ask to terminate the Credit Contract, clause 10 continues to apply to the special promotion. In particular, if you agree to make specific payments under the special promotion and you fail to do so, the special promotion can be cancelled and the remaining balance will become subject to the normal charge account provisions.
- 3(4) Credit Cards can be cancelled by you by returning the Card to any Harris Scarfe Store or Level 6, 111 Cecil Street, South Melbourne, VIC., 3205 with a written request to cancel.
- 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 National 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).
- 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.

#### 4(6) Reducing your Credit Limit

- a. You have a right to reduce the Credit Limit to any amount, at any time. You can do this by making a request through the website **[harrisscarfe.com.au/valuepluscards](http://harrisscarfe.com.au/valuepluscards)** or at any Harris Scarfe Store or Level 6, 111 Cecil Street, South Melbourne, VIC., 3205 with a written request to reduce the Credit Limit.
- b. We process any requests to reduce a Credit Limit as soon as we reasonably can, but it may take until the end of the next business day after your request for us to do so.
- c. Transactions may be processed up to your original Credit Limit until we actually process the Credit Limit reduction.
- d. If the Account has a debit balance in excess of your requested Credit Limit when you ask to reduce the Credit Limit, you will not be able to make any further transactions until you have reduced the debit balance below the new Credit Limit. Interest, and fees and charges will continue to be charged on the actual balance, and you must repay them in accordance with this Credit Contract.
- e. If the Credit Contract has a special promotion under Clause 10 in effect at the time you ask to reduce the Credit Limit, clause 10 continues to apply to the special promotion. In particular, if you

agree to make specific payments under the special promotion and you fail to do so, the special promotion can be cancelled and the remaining balance will become subject to the normal charge account provisions, even if that means that charge account balance would become higher than the new Credit Limit.

## **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. You must pay that Minimum Amount Due on or before the Due Date and you may pay more than the Minimum Amount Due.

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-business day, the payment must be made on the last business 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 (which may be after the date you make the payment). 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 for a Statement Period, if payments during the previous Statement Period equal or exceed the opening balance for the Statement issued at the start of that previous

Statement Period. Also, the Credit Provider does not charge interest for the first Statement Period after your Credit Contract starts.

- 7(2) Subject to clause 7(1), your statement of account will include an interest charge calculated on the Daily Balance during the applicable 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, after calculation of interest for that day, and the debited amount becomes part of the Daily Balance.
- 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.
  - d. However, while a Special Promotion is in effect under which interest charges do not apply to a particular purchase - as described in clause 10 - the affected purchase or purchases are taken not to be included in the Daily Balance for the purpose of interest calculation.
- 7(4) You can maintain the interest free period by paying the Closing Balance in full by the

Due Date shown on each Statement.

7(5) Where you have not paid the previous Statement Period's opening balance in full during that previous Statement Period, interest charges will accrue on the opening balance and on all purchases you make during the current Statement Period. Interest charges may be minimised by

- a. making payments as early as possible during the Statement Period
- b. 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, on or after the date we are required to pay them to the relevant Government.
- b. Reasonable Enforcement Expenses, reasonably incurred by the Credit Provider in enforcing the Credit Contract may be charged to your Account if you breach this credit contract.
- 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 any time. 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

- a. you or any other Cardholder breaches any term of the Credit Contract; or
- b. any information you give the Credit Provider in connection with applying for the Account is false or in the Credit Provider's reasonable opinion misleading.

9(2) Subject to any applicable law, if you are in Default, then provided that the Credit Provider complies with its obligations under the law (which usually require a notice to be provided, specifying the default and giving you time to correct the default), the Credit Provider may

- a. require payment in full of the unpaid balance of the Account and
- b. 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 which we reasonably incur 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.

9(4) The Credit Provider may unilaterally or on your request and in both cases at the Credit Provider's discretion

- a. close an Account or
- b. suspend the use of a Card, cancel a Card or retain a Card presented.

9(5) A Card may not be used

- a. after the Account is closed
- b. for the period of suspension if a Card is suspended
- c. 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

- a. 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"
- b. 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

- a. the eligible purchase 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) and
- d. any other applicable conditions (such as a condition relating to a deposit).

If so, each special promotion will be subject to those conditions as well as the Credit Contract, and will take effect as an agreed variation to the contract between you and us.

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. A separate statement and an establishment fee will be charged for this option each time it is used
- b. 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

c. If any monthly instalment is missed or underpaid the remaining balance will be transferred to the account and the account conditions in sections D-G will apply from one day after the Due Date for that instalment.

#### 10(5) Repayments, interest charges and special promotions

Where more than one Annual Percentage Rate applies under a credit card contract (including a nil rate), the National Credit Code usually requires that any payment you make is to be applied to balances which have appeared on the most recent statement and to which the highest Annual Percentage Rate applies, unless the borrower requests and the credit provider agrees to payments being applied to a particular amount that is owed.

A consumer who has made such a request has a right under the law to withdraw it.

For all Special Promotions that involve:

- a. a reduction in the Annual Percentage Rate that would usually apply (or no interest accruing) for one or more purchases, and
- b. a request that payments (or part of payments) being applied to the outstanding balance of such purchases, which we accept, it is a condition that the reduction in interest rates (or the agreement that interest will not accrue) will cease if you withdraw your request that payments be applied to the relevant purchase before



other Account balances. If you withdraw that request, the Annual Percentage Rate for that special promotion immediately increases to the Annual Percentage Rate for purchases which do not involve any special promotion (or interest commences to accrue, as applicable).

#### 10(6) 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, so long as it acts reasonably in doing so and this does not change the essential character of the contract. Changes to the Annual Percentage Rate or credit fees and charges are described in clauses 7 and 8. Other changes will usually be in response to a change in legislation. You will be given notice of any such change when and as required by relevant legislation. In most cases you will receive 20 days advance notice of a change to the credit contract.

#### 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 National Consumer Credit Code, the National Consumer Credit Protection Act 2009, the Australian Securities and Investments Commission Act 2001, and the Competition and Consumer Act 2010 (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).

#### 11(10) Effective dating of transactions

Debits to your account may be assigned to the date we reasonably consider appropriate, but not earlier than the date on which the relevant transaction occurs. Credits to your account are assigned as set out in clause 6(4).

We may subsequently adjust debits and credits to your Account to accurately reflect the legal

obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to the interest charges).

## **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 a period commencing one day after a Statement Date. The Statement Period will usually be one month if there is a debit opening balance or if there are regular Account transactions

**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.

**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 your 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, the AFCA scheme, or get legal advice.



## **The contract**

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

Your 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, the 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 your 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 terminate the contract.

**4. 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.

**5. 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.

**6. 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.

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

Yes, but only if your contract says so.

**8. 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.

## **9. 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 the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, email [info@afca.org.au](mailto:info@afca.org.au), website [www.afca.org.au](http://www.afca.org.au) and 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 information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au)

## **General**

### **10. 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.

### **11. What if my credit provider and I can not 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 AFCA scheme that your credit provider belongs to. Further details about this scheme are set out below in question 13.

### **12. 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 the AFCA scheme or ASIC, or get legal advice.

### **13. Do I have any other legal 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 YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800**

931 678, EMAIL [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU) / WEBSITE [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU) AND GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

## **Credit Guide**

### **About us**

This is the credit guide of Harris Scarfe Financial Services Pty Limited, ABN 64 130 587 496, Australian credit licence number 385088, described as the 'Service Provider' in the credit contract.

The Service Provider, under its credit licence, has made arrangements with the '**Credit Provider**' described in the credit contract, Perpetual Trustee Company Limited (in its capacity as trustee of the Harris Scarfe Securitisation Trust No. 1), for the Credit Provider to be the credit provider under Harris Scarfe Value Plus Card and Harris Scarfe Value Plus Gold Card credit contracts.

### **Contact**

The Service Provider can be contacted by calling 1300 131 444 within Australia or by email to [harrisscarfecard@harrisscarfe.com.au](mailto:harrisscarfecard@harrisscarfe.com.au), Level 6, 111 Cecil Street, South Melbourne, VIC., 3205.

(Those contact details can also be used to communicate with the Credit Provider)

### **Internal and external dispute resolution**

If you have any concerns or complaints about your credit contract or the services provided by the Credit Provider or the Service Provider, or have a dispute with the Credit Provider or the Service Provider, please let us know as soon as possible using the contact details above.

The Credit Provider and Service Provider have established an independent internal dispute resolution process. This process is intended to

resolve any consumer inquiries, complaints or disputes that may arise in a way that is effective and informal. We endeavour to resolve disputes within 30 days of the initial complaint being made.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### **Credit suitability**

Before the Credit Provider named in the credit contract we approve any application for a Harris Scarfe credit card contract, or any credit increase, we are required to assess whether the contract (or increase) would be unsuitable for you. In order to make that assessment, we make reasonable enquiries about your financial situation, and your requirements and objectives for the contract (or increase) and take reasonable steps to verify your financial position.

You have a right to be given a written copy of our assessment if you ask within 7 years of the date of the contract (or increase).

If you ask before the contract (or increase) is made, we provide the assessment as soon as practicable.

If you ask within 2 years of the date of the contract (or increase) we provide the assessment within 7 business days.

If you ask between 2 and 7 years after the date of the contract (or increase), we provide the assessment within 21 business days.



Level 6, 111 Cecil Street, South  
Melbourne, VIC., 3205  
**1300 131 444**

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