



# AGREEMENT TERMS AND CONDITIONS

This is a Payment Plan and Continuing Credit Agreement.

You may use credit provided under this Payment Plan and Continuing Credit Agreement up to the Credit Limit to purchase Goods from an Approved Retailer. If your application is successful then these Terms and Conditions will apply.

## 1. ACKNOWLEDGEMENTS

### 1.1 You acknowledge that:

- (a) you are aged 18 years or over and a permanent resident of Australia;
- (b) you are not an undischarged bankrupt at the time of executing the Schedule.

### 1.2 You agree that:

- (a) the return of the goods to us will not be accepted in lieu of repayment to us;
- (b) you have all the rights in relation to the goods purchased under consumer protection legislation;
- (c) you will notify us of any change to your contact details as previously advised to us within five business days of the change taking effect;
- (d) you are an authorised signatory of the credit card account to be used for the repayments;
- (e) we can only take instructions in relation to this agreement from you. Should you wish to nominate a third party to act on your behalf, we must receive this request from you in writing.
- (f) that the terms and conditions of this agreement and the constructions and interpretation of it shall be governed by the laws of the state of New South Wales in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of Claims, proceedings and matter arising out of the said agreement.
- (g) that by completing the application with us, that we retain the rights to collect, hold and use personal information about yourself
- (h) We are not responsible for any statement or promise made by a third party introducing you to us.
- (i) We are not responsible or liable if an approved retailer or other persons refuses to accept or honour the Lowes Zero payment plan and continuing credit agreement, regardless of the reason.
- (j) We are not responsible or liable for any defect or deficiency whatsoever in respect of any goods or services purchased by you.

## 2. Definitions

### 2.1 In this document the following terms are specifically defined:

- "Account"** means the account we maintain in your name for recording all transactions in connection with this credit agreement.
- "Approved Retailer"** means Lowes Menswear, Savvy School wear; retail stores or outlet as well as any other retail store that may be approved by us for the use of the Zero Ezy-Way credit facility.
- "Business Day"** means any day other than a Saturday, Sunday or a day gazetted as a public holiday in the State or Territory in which you have indicated you reside at the time you apply for Ezy-Way credit.
- "Credit Limit"** means the maximum credit available to you under the Account as varied from time to time.
- "Credit Provider"** means Menswear Finance Co Pty Ltd (ACN 002 677 778) with Australian Credit Licence 394076
- "Insolvent"** means being unable to pay debts when they fall due.
- "National Credit Code"** means schedule 1 of the National Consumer Credit Protection Act (Cth) 2009.
- "Offer Letter"** means our letter addressed to you in which we offer to enter a credit agreement with you on terms set out in the Credit Agreement and this document.
- "Unpaid Balance"** means, at any time, the difference between all amounts credited and all amounts debited to your Account.
- "We", "Us", "Our", "Ezy-Way" "Zero"** means Menswear Finance Co Pty Ltd (ACN 002 677 778) and the Credit Provider.
- "Rewards Balance"** means 5% of all your payments of purchases to be accumulated to your Rewards Balance. Balance can be redeemed for purchases only and cannot go towards the payment of your account. We have the right to vary, expire or change this balance as we seem fit after giving the customer 30 days' notice.

### 2.2 Meaning of words;

2.2.i "Including", "such as" or "for example", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2.2.ii The singular includes the plural and vice versa.

2.2.iii A reference to :

- 2.2.iii.a a document or agreement includes any variation or replacement of it;
- 2.2.iii.b law means common law, principles of equity, and laws made by parliament (and includes regulations and other instruments under laws made by parliament, and consolidations, amendments, re-enactments or replacements of any of them);
- 2.2.iii.c any thing includes the whole and each part of it.



### 3. REPAYMENTS

- 3.1 You must repay to us the amount of all credit provided to you and all fees and charges payable as stated in the Credit Schedule (Schedule) given to you.
- 3.2 The Schedule sets out the minimum repayment instalments and frequency of repayments.
- 3.3 The repayment amount stated in the Schedule excludes any government duties applicable to the repayment.
- 3.4 You must make the minimum repayment instalments by credit card, cash, BPay, or by any other manner approved by us.
- 3.5 Payments will be credited to your account on the due date.
- 3.6 You may repay the outstanding balance at any time.
- 3.7 We may apply any payment we receive towards any of the following in any order we choose:
  - a) enforcement expenses;
  - b) recovery costs
  - c) credit fees and charges and
  - d) other liabilities you have to us.
- 3.8 You cannot use a gift voucher or rewards points to pay off your outstanding balance on your account

### 4. FEES AND CHARGES

- 4.1 You must pay us all fees and charges payable as stated in each of the Credit Schedules or as set out in these Terms and Conditions.
- 4.2 There will be no interest charged on any credit provided.
- 4.3 You must repay on demand any money that we reasonably incur or spend in enforcing this Agreement, or protecting or recovering our rights under this Agreement.
- 4.4 If any payment you make by direct debit is dishonoured, we may charge you a Dishonour Fee of the amount listed in the Credit Schedule for any loss we reasonably suffer, or costs we reasonably incur, as a result of the dishonouring. In this situation, we will treat the payment as if it had never been made.
- 4.5 If you do not quote an email address Ezy-way will charge you an amount set by the company for the cost of postage to receive your statements
- 4.6 Any recovery cost that we incur if you do not pay your bill on time

### 5. USING YOUR CARD

- 5.1 Your card (and that of the additional cardholder you nominate, if any) remains our property. You must ensure that you:
    - a. sign your card as soon as you receive it
    - b. keep your card in a safe place
    - c. not permit any other person to use your card
    - d. inform us immediately if the card is lost, stolen or used without your consent
  - 5.2 you must also ensure that any additional cardholder you nominate takes these measures in relation to their own card
  - 5.3 satisfactory identification is provided if required by the approved retailer
  - 5.4 you are liable for any unauthorised use of the card which may occur before you notify us of the loss, theft or unauthorised use
- Additional Cards**
- 5.5 we will issue an additional card if applied for at your request to anyone you nominate over the age of 18
  - 5.6 by nominating the additional card holder you authorise that person to operate your account in every way except in increasing your limit
  - 5.7 you are liable for any credit purchases as a result of the use of the additional card
  - 5.8 you authorise us to give information about your account to the additional card holder
  - 5.9 we will cancel any additional card on receiving written notice from you

### 6. DEFAULT

- 6.1 You are in default if:
  - (a) you do not pay on time all amounts due under this agreement; or
  - (b) you breach a term of this agreement that adversely affects either party.
  - (c) you or another person on your behalf gives us or has given us materially incorrect or misleading information in connection with this agreement, or we reasonably believe you or another person has acted fraudulently in connection with this agreement; or
  - (d) you become insolvent or are declared bankrupt or steps are taken to make you so.
  - (e) Your actions indicate that you no longer intend to be bound by this agreement.
  - (f) You complete a form incorrectly in relation to this agreement.
  - (g) You die, or become subject to any law or regulation relating to mental health or incapacity.



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6.2 If you are in default, we may give you a notice stating that you are in default. If you don't correct the default within any period given in the notice, then, at the end of that period and without further notice to you, the total amount owing becomes immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount. If we give you notice by sending a document to your last known address notified to us, this will be considered notice to you even if those notices are returned to us.

6.3 Your obligation to pay on time is not affected by the provisions of this clause.

6.4 Enforcement expenses, recovery costs and any other costs incurred by the Credit Provider may become payable under this agreement in the event of a breach of this agreement by you and are payable in accordance with clause 3. Exceptions to notice and grace period. These expenses will be added to the balance of your account at the time they are incurred by the Credit Provider and will form part of any quantum that you owe due to a default.

6.5 We may decide not to serve a default notice on you in circumstances where we are not required to do so under the National Credit Code. These circumstances include where we believe on reasonable grounds we have been induced by fraud to enter this agreement, we have been unable to locate you despite reasonable attempts or we are authorised by a court.

6.6 We may assign, sell, transfer or otherwise apportion our interest in this agreement in any way provided that in our absolute opinion you will not be disadvantaged by such dealing. You agree to any reasonable request to enable us to assign, sell, transfer or otherwise deal with our interest in this agreement.

## 7. NOTICES

7.1 Either party, or their solicitors, may serve any certificate, notice or demand on the other party (subject to any Law to the contrary) by delivering it or posting it to the other party at the other party's last known address. Alternatively, if the other party agrees, either party may serve a certificate, notice or demand on the other party by email, facsimile or other form of electronic transmission. If either party, or their solicitors, deliver or post a certificate, notice or demand to the other party, it will be deemed to have been served on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later (even if it is not received). If sent by facsimile (or some other form of electronic transmission), it will be deemed to have been served on the date it bears or the date on which the machine from which the transmission was sent produces a report indicating that the notice or other document was sent to the facsimile or other number of the addresses, whichever is the later (even if it is not received).

## 8. GST

8.1 If any goods and services or similar tax is payable, or becomes payable on any supply of goods or services by us, under this Agreement, then we may recover from you the amount of that tax, in addition to, at the same time and in the same manner as you are obliged to pay for that supply.

## 9. National Credit Code

9.1 If you are an individual and you obtain this Agreement wholly or predominantly for personal domestic or household purposes, this Agreement will not be regulated by the National Credit Code.

If a provision of this agreement is illegal or would be rendered void or unenforceable under the National Credit Code or other legislation or the provision imposes an obligation or liability which is prohibited, this agreement is to be read as if that provision were omitted or varied to the extent necessary to comply with the National Credit Code or other legislation.

## 10. Variations

10.1 Without limiting our rights expressed elsewhere in this agreement to vary any term, we may vary any provision of this agreement without your consent by giving you 20 days' notice in writing.

## 11. Assignment

11.1 We may assign or deal with our rights under this agreement in any way we choose. We may disclose or hand over information relating to you to any institution, corporation or individual to whom your account is assigned or to that parties agents for the purposes of the assignment and for the purposes of taking over our rights under this agreement. You may not assign your rights under this agreement.

## 12. Rewards Balance

12.1 You are entitled to receive a rewards balance which equates to 5% of all your transaction. You may redeem this balance on purchases only. We have the right to vary, expire or change this balance as we seem fit after giving the customer 30 days' notice.

## 13. Refunds

13.1 If you return goods and you have an outstanding balance on your account your refund will be attributed to the balance on your account and you will not receive cash regardless of how you paid for the goods unless you have a nil balance on that account.

## 14. Discount and benefits

14.1 The discount on this card cannot be used in conjunction with any other offer or discount. That is it cannot be used with Seniors Card Discount, 20% off days, the redemption of any **Lowes Rewards Card Points** or on any other offer.



## 15. Termination

15.1 If either party fundamentally breaches this agreement as outlined in clause 6, the other party may at any time choose to terminate the agreement. This may be done by written notice to the other party, effective from the 30<sup>th</sup> day after the date that the notice is given.

15.2 If we terminate the agreement, you must pay us the total amount of money due at the termination date.

15.3 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy other than caused by our negligence.

# INFORMATION STATEMENT

Things you should know about your proposed credit agreement.

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 agreement.

If you have any concerns about your agreement, contact our Customer Resolution Team on 1300 102 661 or email [enquiries@ezy-way.com.au](mailto:enquiries@ezy-way.com.au) and, if you still have concerns, contact your credit provider's external dispute resolution scheme, or get legal advice.

## Agreement

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

We must give you a pre-agreement statement containing certain information about your agreement.

The pre-agreement statement, and this document, must be given to you before:

- your agreement is entered into; or
- you make an offer to enter into the agreement;

whichever happens first.

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

If the agreement document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, we must give you a copy of the final agreement within 14 days after it is made. This rule does not, however, apply if your credit provider has previously given you a copy of the agreement document to keep.

If you want another copy of your agreement, write to your credit provider and ask for one. We may charge you a fee. We have to give you a copy:

- within 14 days of your written request if the original agreement came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the agreement?

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

- you have not obtained any credit under the agreement; or
- any 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 agreement.

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

### 4. Can I pay my credit agreement out early?

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

### 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. Can my agreement be changed by my credit provider?

Yes, but only if your agreement says so.

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

That depends on the type of change.

For example:

you get 20 days advance written notice for:

- 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 agreement.



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

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Your credit provider's external dispute resolution provider is the Credit Ombudsman Service Limited and can be contacted at 1300 780 808, [info@fos.org.au](mailto:info@fos.org.au), through the website [www.fos.org.au](http://www.fos.org.au).

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).

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

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement.

You can ask your credit provider to change your agreement in a number of ways:

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

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

If the credit 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.

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

Yes, if you are in default under your agreement. 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 credit provider's external dispute resolution scheme or ASIC, or get legal advice.

**12. Privacy who has access to my information?**

To perform activities for any of the purposes set out in our Privacy Notice, we may share your personal information with:

service providers such as customer service organisations, call centres, data analysts, professional advisers, auditors, organisations providing services and rewards relevant to any associated loyalty program, delivery companies, card manufacturers, mailing organisations, Veda and a credit bureau, debt collection agencies and other organisations as required or authorised by law, for example, to government or regulatory bodies for the prevention or detection of unlawful activities. To view our privacy statement, go to [www.Lowes.com.au/zerocard/privacy](http://www.Lowes.com.au/zerocard/privacy)

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

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

## COMPLAINTS

If you have any complaints about your credit agreement, or want more information, contact your credit provider (customer resolution team on 1300 102 661 or email [enquiries@ezy-way.com.au](mailto:enquiries@ezy-way.com.au)).

You must attempt to resolve your complaint with your credit provider before contacting 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 specific complaints.

Your credit provider's external dispute resolution provider is the Financial Ombudsman Service Limited and can be contacted at 1300 780 808 or email [info@fos.org.au](mailto:info@fos.org.au).

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001

Please keep this information statement. You may want some information from it at a later date.