

PRE-CONTRACT CREDIT INFORMATION
(Standard European Consumer Credit Information)

1. Contact details

<p>Creditor.</p> <p>American Express Services Europe Limited.</p> <p>Address.</p> <p>Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK.</p> <p>Credit intermediary.</p> <p>Your agreement may have been recommended or made available to you by a credit intermediary. Nectar (Loyalty Management UK Limited) registered in England & Wales company no. 6105748 of 80 Strand, London WC2R 0NN, may have acted as a credit intermediary in relation to this agreement. Any internet comparison website you used when you applied for your card may be a credit intermediary. These comparison websites include but are not limited to the following:</p> <p>Moneysupermarket.com operated by Moneysupermarket.com Limited of Moneysupermarket House, St Davids Park, Ewloe, Flintshire CH5 3UZ</p> <p>Quidco.com operated by Maple Syrup Media Limited of The Workstation, Paternoster Row, Sheffield S1 2BX.</p> <p>Topcashback.co.uk operated by UKC Systems Limited of The Lions Buildings, 8 Market Place, Uttoxeter, Staffordshire, ST14 8HP</p> <p>compareandsave.com operated by Freedom Marketing Limited c/o Bird & Bird LLP, 90 Fetter Lane, London, EC4A 1EQ</p> <p>moneysavingexpert.com operated by Martin Lewis of Shepherds Building, Charecroft Way, London, W14 0EH</p>
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2. Key features of the credit product

<p>The type of credit</p> <p>Running account credit under an agreement regulated by the Consumer Credit Act</p>
<p>The total amount of credit.</p> <p>This means the amount of credit to be provided under the proposed credit agreement or the credit limit.</p> <p>We will decide, at our discretion, your credit limit from time to time and inform you what it is.</p>
<p>How and when credit would be provided.</p> <p>Once you have received and activated your card you will be able to:</p> <ol style="list-style-type: none"> 1. Use your account, subject to any restrictions set out in the credit agreement, to pay for goods and services from merchants who accept the card. 2. If we agree, you may also use your account to obtain cash advances. 3. If we agree, you may be permitted to transfer balances to your account.
<p>The duration of the credit agreement.</p> <p>Your credit agreement has no fixed or minimum duration.</p>
<p>Repayments.</p>

The minimum amount you must pay us each month will be the greater of (i) £25 (or the total amount owing if less); and (ii) any interest, default fees, repayment protection insurance, overdue amounts and 1/12th of any annual fees or the full monthly fee (if applicable to the product you hold) plus 2% of the remaining balance.

Your repayments will pay off what you owe in the following order.

We will apply payments to balances bearing the highest interest rate first. In applying this principle, we will first apply payment to amounts that have appeared on your monthly statement, and we may secondly, apply payments to amounts that have not yet appeared on your monthly statement.

The total amount you will have to pay
This means the amount you have borrowed plus interest and other costs.

As we do not know yet the amount that you will borrow we are allowed by law to make assumptions to help you understand the total amount you will have to pay. We assume you use your card for a purchase of £1,200 at the commencement of this agreement and repay it together with applicable interest and charges by 12 equal monthly instalments over the period of one year at the standard interest rate for purchases set out in section 3 "The rates of interest which apply to the credit agreement" and it does not take into account any promotional rate that we may apply or any change in the interest rate.

The total amount you will have to pay is £1,322.45.

3. Costs of the credit

The rates of interest which apply to the credit agreement.

Subject to any promotional rate notified to you, we will charge interest on all balances that result from transactions, other than cash advances and balance transfers at the standard rate of 1.53% per month, 19.9% per annum on a daily basis on the amount you owe in respect of the transactions from the date the transaction is applied to your account until the amount is fully repaid to us.

Subject to any promotional rate notified to you, we will charge interest on all balances that result from cash advances (including gambling transactions) at the standard rate of 2.08% per month, 27.9% per annum, on a daily basis, on the amount you owe in respect of the cash advance from the date the cash advance is applied to your account until the amount is fully repaid to us.

We may offer you the opportunity to request a balance transfer(s) from time to time - Subject to any promotional rate notified to you, we will charge interest on all balances that result from balance transfer(s) at the standard rate of 1.53% per month, 19.9% per annum, on a daily basis from the date the balance transfer is applied to your account until the amount is fully repaid to us.

We may change any of the above standard rates of interest. We will give you at least 30 days' advance personal notice of all changes, unless the change is to your advantage or not to your disadvantage (for example when we reduce your interest rate). In this case, we will still give you personal notice but we may make the change more quickly. We will tell you about changes by putting messages in or on your monthly statement, or sending you a separate written notice by post or electronically (which includes posting them on an American Express website www.americanexpress.co.uk, through links provided on a statement or other notice, email, text messages or similar or any combination of these or other means).

We will not charge any interest on any transaction, other than a cash advance or a balance transfer, if the whole amount you owe on the account is fully repaid to us by the due date set out on your statement. If you do not pay the full amount that you owe by the due date set out on your statement, we will charge interest on the amount of each transaction from the date the transaction is added to your account until the balance is repaid.

We may, at any time, reduce the interest rate on any transaction or balance transfer (called a promotional transaction), or any particular class of transactions, incurred during a promotional period. We will tell you about such interest reductions and the length of the promotional period. If such a reduction takes place, we will charge interest on the outstanding amount in respect of any relevant promotional transaction at the reduced rate during the promotional period and then at the normal rate when the promotional period has come to an end. We reserve the right not to apply reduced interest rates on any promotional transactions if you do not keep to the terms of your

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credit agreement including if you do not pay the minimum amount each month.

Annual Percentage Rate of Charge (APR).

This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.

19.9% APR. We assume you use your card for a purchase of £1,200 at the commencement of this agreement and repay it together with applicable interest and charges by 12 equal monthly instalments over the period of one year at the standard interest rate for purchases set out in section 3 "The interest rates which apply to the credit agreement" and does not take into account any promotional rate that we may apply or any change in the interest rate. Using this agreement for transfers and transactions other than card purchases may result in a higher APR.

Related Costs

Any other costs deriving from the credit agreement.

No annual fee will be payable.

A Dishonoured Payment Fee of £12 is payable if any payment to your account is not honoured by your financial institution when first presented for any reason. You will also be liable to pay us for all reasonable costs incurred by us or our agents including legal advisors in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.

If the balance on your account goes over the credit limit at any time during the statement period, a £12 over limit fee will be charged to your account. In subsequent statement periods further over limit fees of £12 will only be charged to your account if either (i) your account remains over limit and you fail to pay the minimum payment due by the next statement date or (ii) the balance on your account is reduced below the credit limit and subsequently goes over the credit limit.

A Cash Advance Fee of £3 or 3% of the amount of any cash advance (whichever is the greater) is payable for each cash advance (including gambling transactions) you request. A fee may also be charged by the provider of any ATM you use in obtaining cash.

A Statement Copy Fee of £2 is payable if you request copies of statements, for each copy provided, or if you have elected electronic statements, you request any paper statement copies.

A Charge Record Copy Fee of £3 is payable if you request copies of records relating to a charge applied to your account, for each copy provided.

If you approve a transaction in a currency other than Pounds Sterling, we will apply a currency conversion rate to the transaction, increased by 2.99%.

A Balance Transfer Fee of up to 3% of the balance transferred is payable for each balance transfer processed to your account.

A Dormancy Fee of £20 per year will be payable by you if the aggregate amount of all transactions, other than cash advances and balance transfers, that has taken place during the preceding 12 months is £0.

Conditions under which the above charges can be changed.

We may change the circumstances in which any of the fees on your account are charged, the amount of those fees and introduce additional fees. We will give you at least 30 days' advance personal notice of the changes, unless the change is to your advantage or not to your disadvantage. In this case, we will still give you personal notice but we may make the change more quickly. We will tell you about changes by putting messages in or on your monthly statement, or sending you a separate written notice by post or electronically (which includes posting them on an American Express website www.americanexpress.co.uk, through links provided on a statement or other notice,

email, text messages or similar or any combination of these or other means).

Costs in the case of late payments.

A Late Payment Fee of £12 is payable each month if we have not received the minimum payment by the due date on your statement. You will also be charged interest as set out in the section above entitled “The rates of interest which apply to the credit agreement”.

Consequences of missing payments.

A number of consequences may arise should you fail to make payment in accordance with your obligations. For example:

- (i) you may be liable for default charges;
- (ii) your credit rating may be impaired making it more difficult or expensive for you to get credit in the future;
- (iii) legal action may be taken against you to recover amounts owing and you may have to pay any associated legal costs;
- (iv) an application may be made to declare you bankrupt;
- (v) if we have the benefit of a charging order, we may then seek an order for sale which could mean that your home or your property may be repossessed.

4. Other important legal aspects

Right of withdrawal.

If you proceed with your application for a card, you will have a right to withdraw from your credit card agreement. The withdrawal period starts on the date of your agreement and ends 14 days after the day after you receive your card.

Early repayment.

At any time, you have the right to repay the credit in full or partially.

Consultation with a Credit Reference Agency.

We will inform you if your application has been unsuccessful on the basis of a consultation with a credit reference agency and we will tell you (without charge) the name and contact details for that agency.

Right to a draft credit agreement.

You may ask for a draft copy of the credit agreement by contacting us and we will supply this to you free of charge, unless we are unwilling at the time of the request to proceed to the conclusion of the credit agreement.

The period of time during which the creditor is bound by the pre-contractual information.

This information sets out the terms for an agreement that we could offer you today. We cannot guarantee that the terms would be exactly the same if you applied for a credit card on a different date.

5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor

Registration number.

Registered in England and Wales with Company number 1833139 and our Consumer Credit Licence number is 495451.

We are authorised by the Financial Services Authority under the Payment Services Regulation 2009 (Reference Number 415532) for the provision of payment services.

The supervisory authority.

Office of Fair Trading, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX.
Financial Services Authority 25 The North Colonnade, Canary Wharf, London E14 5HS.

(b) concerning the credit agreement

The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract.

The laws of England and Wales.

The law applicable to the credit agreement and/or the competent court.

The laws of England and Wales. The courts of England shall have non-exclusive jurisdiction over all parties to the agreement.

Language to be used in connection with your agreement.

Information and the contractual terms will be in English. We will communicate with you in English.

(c) concerning redress

Access to out-of-court complaint and redress mechanism.

If you are unable to resolve a complaint with us and have received a final response from us confirming this, you have a right to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or by calling +44 (0) 845 0801800 or online at enquiries@financial-ombudsman.org.uk.

Additional Explanations about The Nectar Business Credit Card

BEFORE YOU APPLY FOR THIS CREDIT PRODUCT PLEASE READ

We'd like to explain some of the key things you need to know about your credit card product before you sign your credit agreement.

Please also read the Pre-Contract Credit Information document (known as the SECCI) we have provided to you.

If you have any questions or would like further information about your agreement, please contact us on 01273 696933 or via our website americanexpress.co.uk

Examples of some of the types of use for which a credit card is not suitable

Your credit card is not intended for long-term borrowing or for funding other forms of long-term borrowing commitments such as mortgage loan repayments or personal loan repayments. We recommend that you do not apply for a credit card if you are experiencing financial difficulties.

Please note that your credit card product is a variable rate product. If you prefer a fixed rate product, do not apply for this product.

The amount you need to repay

The minimum amount you must pay each month will be shown on your monthly statement and will be the greater of (i) £25 (or the total amount owing if less); and (ii) any interest, default fees, repayment protection insurance, overdue amounts and 1/12th of any annual fees or the full monthly fee (if applicable to the product you hold) plus 2% of the remaining balance.

You can always pay more than the minimum payment. If you only pay the minimum balance, it will cost you more overall and will take you longer to clear your balance. When you make a payment to your account, we apply the payment to balances bearing the highest borrowing rate first. The borrowing rates vary dependent on the type of transaction – for example cash advances cost more than purchases.

Certain features of your credit card agreement which could have an adverse impact on you

It may cost you more to use your card in some ways than others. For example, if you withdraw cash, the interest rate may be higher and you will have to pay a fee of 3%. If you use your card to pay for something in a foreign currency, you will have to pay a commission of 2.99%. If you make a balance transfer, you will have to pay a fee of up to 3%.

No annual fee will be payable.

We may change the interest rates, fees or commissions on your account in various circumstances, for example if there is a change in your circumstances or an increase in our costs.

Consequences of missing payments

If you fail to keep up your repayments in accordance with your credit card agreement the following consequences could arise:

- (i) you will be liable for a Late Payment Fee of £12;
- (ii) you will lose the benefit of any promotional interest rate;
- (iii) your credit rating may be impaired making it more difficult or expensive for you to get credit in the future;

- (iv) legal action may be taken against you to recover amounts owing and you may have to pay any associated legal costs;
- (v) an application may be made to declare you bankrupt;
- (vi) if we have the benefit of a charging order, we may then seek an order for sale which could mean that your home or your property may be repossessed.

Your right of withdrawal

If you proceed with your application for a card, you will have a right to withdraw from your credit card agreement if you change your mind. The withdrawal period starts on the date you sign your agreement and ends 14 days after the day after you receive your card.

To withdraw from your agreement you must call us on the number on the back of your card or write to us at American Express UK, Cardmember Services, Amex House, Edward Street, Brighton, East Sussex BN88 1AH. You will need to repay the full outstanding balance due on your card within 30 calendar days of giving notice of withdrawal. You can make a payment by telephone or by post.