

Terms & Conditions

ezy-way



Goldmark

goldmark.com.au

*Take it home today...
with ezy-way*

- *No interest and low deposit*
 - *Easy application process*
 - *One-off application fee*
- *Exclusive promotions and special offers*
 - *Family owned and operated*
 - *Australian call centre*

Goldmark's Ezy-Way interest free payment plan is an easy and affordable payment option on purchases \$500 and over.

Spreading your payments over an extended period means that the jewellery you've always wanted has never been more affordable.

Ezy-Way is a revolving line of credit that can be used to purchase Goldmark jewellery and watches. Simply apply in-store and, after paying an initial deposit, approved applicants can enjoy interest free payment terms.

Fees, Charges, Terms and Conditions, as set out in this document and as referred to on the credit card direct debit authorisation, the repayment schedule and the continuing credit agreement apply.

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Ezy-Way Credit Facility

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 Goldmark Jewellers.

If your application is successful then these Terms and Conditions will apply.

1. REPAYMENTS

- 1.1 You must repay to us the amount of all credit provided to you and all fees and charges payable as stated in the Interest Free Finance Repayment Schedule (Schedule) given to you.
- 1.2 The Schedule sets out the minimum repayment instalments and frequency of repayments.
- 1.3 The repayment amount stated in the Schedule excludes any government duties applicable to the repayment.
- 1.4 You must make the minimum repayment instalments by credit card as per the "Customer Direct Debit Authority Form" or by any other manner approved by us.
- 1.5 Payments will be credited to your account on the due date.
- 1.6 You may repay the outstanding balance at any time.

2. ACKNOWLEDGEMENTS

- 2.1 You acknowledge that:
 - (a) you are 18 years or over and a permanent resident of Australia;
 - (b) you are not an undischarged bankrupt at the time of executing the Schedule.
- 2.2 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.

3. FEES AND CHARGES

- 3.1 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.
- 3.2 There will be no interest charged on any credit provided.
- 3.3 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.
- 3.4 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. DEFAULT

- 4.1 You are in default if:
 - (a) you do not pay on time all amounts due under this agreement; or
 - (b) you do something you agree not to do, or do not do something you agree to do under this agreement which has an adverse affect on us;
 - (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.
- 4.2 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.
- 4.3 Your obligation to pay on time is not affected by the provisions of this clause.
- 4.4 Enforcement expenses may become payable under this agreement in the event of a breach of this agreement and are payable in accordance with clause 3.

Exceptions to notice and grace period

- 4.5 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.

5. NOTICES

5.1 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).

6. GST

6.1 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.

7. National Credit Code

7.1 If you are an individual and you obtain this loan wholly or predominantly for personal domestic or household purposes, this loan 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.

8. Variations

8.1 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.

9. Assignment

9.1 We may assign or deal with our rights under this agreement in any way we choose. We may disclose or hand over information or documents relating to you to any person to whom your loan is assigned or to that person's 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.

10. Applicable law

10.1 This agreement is governed by the law in force in the State or Territory in which you reside at the time you offer to enter into this agreement. You submit to the non-exclusive jurisdiction of the courts of that State or Territory.

11. Definitions

In this document:

Account means the account we maintain in your name for recording all transactions in connection with this credit agreement.

Approved Retailer means Goldmark Jewellers; retail stores or outlet as well as any other retail store that may be approved by us for the use of the Ezy-Way credit.

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.

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 means Goldmark Jewellers Pty Ltd (ABN 42 001 060 573). The credit provider is Menswear Finance Co Pty Ltd (ACN 002 677 778) Australian Credit Licence 394076.

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** and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

THE AGREEMENT

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

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

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**, through the website **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**.

GENERAL

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. Further details about this scheme are set out below in question 12.

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. 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**). 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 finance ombudsman service limited and can be contacted at **1300 780 808** or email **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.

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