

The David Clulow Nuance Payment Plan Terms and Conditions

These Terms & Conditions are the standard terms for the David Clulow Nuance Payment Plan. Before you sign up to the David Clulow Nuance Payment Plan, please read these Terms & Conditions carefully. Please be aware that the David Clulow Nuance Payment Plan is only available in Store (not online) and from selected David Clulow Stores across the United Kingdom.

If you are unsure about any part of these Terms & Conditions, please ask a member of staff in Store.

Unless the context otherwise requires, the defined terms below have the following meanings:

"Adaro"	means Adaro Optics Limited (company registration number 05887690) whose registered office is at The Willows Business Park, Pattenden Lane, Marden, Tonbridge, Kent, England, TN12 9QJ. Adaro is an FCA authorised firm (FCA Register number 924690) that has regulatory permissions to be a lender and to broker credit agreements. Luxottica Retail UK Ltd t/a David Clulow Opticians ("David Clulow") is an appointed representative for Adaro and Adaro shall provide credit to customers of David Clulow so that the David Clulow Nuance Payment Plan can take effect. Adaro and David Clulow have agreed that Adaro will extend credit to customers of David Clulow on the David Clulow Nuance Payment Plan for repayment in one or more instalments so that they may acquire title in, and ownership of, products upon purchase.
"Adaro Loan Agreement"	means an interest free loan agreement between the Bill Payer and Adaro for the Credit relating to a Plan.
"Application Form"	means the form or forms completed by Customer to apply for the David Clulow Nuance Payment Plan and by the Bill Payer for Credit with Adaro.
"Associated Company"	has the meaning given in sections 256 and 1159 of the Companies Act 2006;
"Bill Payer"	means the other party to the Adaro Loan Agreement and responsible for all payments due under the Adaro Loan Agreement as specified on the Application Form. (Clause 1, (2) (c) applies.) If the Customer and Bill Payer are the same person then this expression shall include the Customer.
"Credit"	the cost of the Glasses that you purchase as part of the David Clulow Nuance Payment Plan.
"Credit Search"	The credit search referred to in Clause 1(4) of these Terms & Conditions.
"Customer" / "you" / "your"	means the person signing up to the David Clulow Nuance Payment Plan being the wearer of the Glasses and entitled to the services under the David Clulow Nuance Payment Plan as specified on the Application Form. Where the Bill Payer is the same person as the customer then this expression shall also include the Bill payer but if the Customer and Bill Payer are different then this expression shall not include the Bill Payer.
"FCA"	Financial Conduct Authority, the statutory regulator for the credit to be provided to you pursuant to these Terms & Conditions
"Nuance Glasses"	means complete pair of glasses (spectacles) or sunglasses, including the frame and the lenses (and subject to Clause 1(7) prescription and non-prescription lenses).
"Outstanding Credit"	the amount of Credit that is unpaid by you from time to time.
"Plan"	means the contract between you and us for the David Clulow Nuance Payment Plan, for the Plan Term formed on these Terms & Conditions.
"Plan Term"	the period during which you have access to the Plan. Subject to Clauses 5, 6, and 7, this is a period of 12 months from the Start Date for 1 pair of Glasses.
"Start Date"	The date calculated in accordance with Clause 1(5) of these Terms and Conditions
"Terms & Conditions"	means the terms and conditions in this document.
"us" / "we" / "David Clulow"	means the business trading as 'David Clulow' whose details are in the Schedule to these Terms & Conditions and which is an Appointed Representative of Adaro Optics Limited and acts as a credit broker and not a lender. Adaro Optics Limited is authorised and regulated by the FCA (FRN 924690).
"David Clulow Nuance Payment Plan"	means this service where you receive benefits from David Clulow when you purchase Glasses from David Clulow via an Adaro Loan Agreement(s) on the following basis:- (i) 1 pair of glasses purchased and payments will be made over a 12 month period.

1. YOUR CONTRACT WITH US

- (1) These Terms & Conditions govern the David Clulow Nuance Payment Plan provided by us, and will form the basis of the contract between you and us. (Separate terms and conditions apply to your use of our services and purchases of our products falling outside the David Clulow Nuance Payment Plan, (please ask David Clulow store staff for details).
- (2) Subject to paragraph 1 (2) (c) , When you sign-up to the David Clulow Nuance Payment Plan you will enter into two contracts (even though we have chosen to use a single Application Form) , as follows:
 - a) The first contract is between you and us for the purchase of the Glasses from us and participation in the David Clulow Nuance Plan and its benefits (in these Terms & Conditions we refer to this as the Plan);
 - b) The second is the Adaro Loan Agreement.
 - c) A person aged 18 or over , UK resident for the last 3 years, may enter into the Adaro Loan Agreement on your behalf (subject to status/Credit Search) when you purchase Nuance Glasses under the David Clulow Nuance Payment Plan. In this case you shall be the party to the Plan and the Bill Payer shall be the party to the Adaro Loan Agreement.
- (3) When you or the Bill Payer submit your Application Form it is a contractual offer that we may, at our discretion, accept. By submitting an Application Form, you confirm the Bill Payer is at least 18 years old, and that the payment details you provide belong to the Bill Payer.
 - a) If the Bill Payer is not you then the Bill Payer must be present in store to provide their own details
- (4) A credit search will be carried out in store on the Bill Payer when you sign up to the David Clulow Nuance Payment Plan, this will assess the creditworthiness of the Bill Payer for an Adaro Loan Agreement ("Credit Search"). If Credit Search is passed, the first payment for the Outstanding Credit will be taken in store. If the Credit Search fails you will not be able to sign up to the David Clulow Nuance Payment Plan.
- (5) Your Plan will not start until the Credit Search is passed by the Bill Payer, the Adaro Loan Agreement is signed by the Bill payer, the first payment for the Credit has been processed, and we have confirmed your Plan to you by email. The date of our confirmation email will be the Start Date of the Plan.
- (6) Your Glasses can be collected from store where the Application was processed after the Start Date.
- (7) At the start of your Plan you will be invited to choose one pair of Nuance Glasses. You can choose between prescription and non prescription lenses for your Nuance Glasses.
- (8) It is a condition of your participation in the David Clulow Nuance Payment Plan that the terms of each Adaro Loan Agreement related to your Nuance Payment Plan (and each of them) are complied with by the Bill Payer and payments kept up to date . Failure to keep up with payments due under the Adaro Loan Agreement by the Bill Payer will put your Plan at risk.
- (9) David Clulow is an appointed representative of Adaro who are authorised and regulated by the FCA FRN 924690. The permissions of Adaro as a Principal firm allow David Clulow to act as a credit broker and not a lender.
- (10) We are not authorised by the FCA to offer consumer credit.

2. HOW LONG YOUR PLAN LASTS

- (1) Your Plan Term will begin on the Start Date and will continue until:
 - a) you terminate your Plan (see Clause 5 and Clause 6 below); or

b) we terminate your Plan (see Clause 7 below).

- (2) Regardless of the status of your Plan, your Adaro Loan Agreements will continue until the Bill Payer has paid off all of the Outstanding Credit on that agreement or the agreement is otherwise terminated in accordance with its terms.

3. YOUR PAYMENT FOR THE GLASSES

- (1) Your Glasses will be paid for in accordance with the applicable Adaro Loan Agreement for those Glasses. Each Adaro Loan Agreement will set out the Bill Payer's terms of payment for the Credit, including how much the Bill Payer is required to pay each month and when payment is taken.
- (2) If you or the Bill Payer have any questions about paying for your Glasses, including if the Bill Payer is struggling with the monthly payments, please contact Adaro by phone 03303240077, by email customerfinance@adaro.net, or by writing to Adaro Optics Ltd, The Willows, Pattenden Lane, Marden, Kent, TN12 9QJ.
- (3) NHS GOS 3 vouchers can be used in connection with payments in relation to the Nuance Glasses in the Plan. We will claim for such NHS vouchers directly from the NHS.
- (4) As is the case when purchasing Glasses outside of the David Clulow Nuance Payment Plan, the total amounts payable for the prescription Glasses or prescription sunglasses are separated into a charge for goods and a charge for dispensing services. This split will be shown on the receipt given at the till.

4. DAVID CLULOW NUANCE PAYMENT PLAN BENEFITS

- (1) With an active Plan you will have access to the benefits listed below:
 - a) **Free 30 days returns policy guarantee:** At David Clulow , we're confident you'll love your new Glasses, that is why we are proud to give you our free 30 day returns guarantee. If you change your mind, simply return them with proof of purchase within 30 days and we promise to exchange or refund your purchase. If you want to have higher-value specifications for your glasses (rather than exchange on a like for like basis) bought in store within the 30 day period, we'll happily do that for you too - you just need to pay the difference). For full details of the benefits, you receive as part of our Free 30 day returns guarantee ask in store or see on our website. See also Clauses 6 and 7 of these Terms & Conditions about how to cancel your Plan if you return the Glasses to us under our Free 30 day returns guarantee.
 - b) **Free lifetime servicing** is included in the Plan. For full details please ask in store.

(2) You are only entitled to these benefits whilst you have a valid Plan in place.

5. YOUR RIGHT TO CANCEL IN THE FIRST 30 DAYS

- (1) We hope that you will be delighted with your Glasses and the David Clulow Nuance Payment Plan. But if you no longer want to participate you can cancel your Plan, and the Bill Payer can cancel the Adaro Loan Agreement(s), within 30 days of the Start Date.
- (2) In order to cancel, visit your local participating David Clulow store to return your Glasses with your receipt as proof of purchase in the same condition as when we sold them to you.
- (3) If you change your mind and cancel within 30 days of the Start Date, any refund due to the Bill Payer will be made in accordance with the Adaro Loan Agreement relating to your Plan, usually within 14 days of cancellation to the payment method originally used by you or the Bill Payer (as the case may be).

6. YOUR RIGHT TO WITHDRAW OUTSIDE OF THE FIRST 30 DAYS

- (1) The Bill Payer may pay off the **Adaro Loan Agreement(s)** at any time. Please contact **your** local participating **David Clulow** store if **you** wish to cancel **your Plan**.
- (2) **The Bill Payer** may make arrangements to pay off the **Adaro Loan Agreement** by contacting **Adaro** directly.
- (3) When **you** withdraw from the **Adaro Loan Agreement(s)**, or the Bill Payer chooses to pay off each of the **Adaro Loan Agreements relative to your Plan/s**, the **bill Payer** will be sent a breakdown of **Outstanding Credit** on each of the **relevant Adaro Loan Agreements** relating to your Plan/s and the option to either continue the monthly payments until the end of the **Adaro Loan Agreement(s)** or to pay off the **Outstanding Credit** in one single payment. The **Plan** will end upon cancellation and **you** will no longer be entitled to the **David Clulow Nuance Payment Plan** benefits from the point of cancellation even though the **Adaro Loan Agreement** may continue until all the **Outstanding Credit** has been re-paid.
- (4) If the Bill Payer chooses to pay off the **Outstanding Credit** in one single payment **your Plan** will terminate automatically once payment is received in full. If the **Bill Payer** chooses to continue to pay off **their Outstanding Credit** in monthly payments, subject to Clause 7, **your Plan** will continue until the end of the **Plan Term** when it shall end automatically.
- (5) For further details about repaying the **Adaro Loan Agreement(s)** please contact **Adaro** using the details in Clause 10(3)

7. OUR RIGHT TO CANCEL

- (1) **We** can cancel **your Plan** in the following circumstances:
 - a) if you do not comply with these **Terms & Conditions**;
 - b) if you or the Bill Payer does not comply with any or all of the **Adaro Loan Agreements**;
 - c) if any monthly payments under the **Adaro Loan Agreement** fail to be paid when they are due;
- (2) To cancel your **Plan**, **we** will contact you using the details you have provided to **us** for the **David Clulow Nuance Payment Plan**.
- (3) If your **Plan** is cancelled by **us**, you will automatically lose access to the benefits offered as part of this **Plan**. The **Adaro Loan Agreement(s)** will continue until the Bill Payer has paid off all **Outstanding Credit** in accordance with the applicable **Adaro Loan Agreement** terms. The Bill Payer will be sent a breakdown of the **Outstanding Credit** on each of the relevant **Adaro Loan Agreements** and details of how the **Outstanding Credit** can be repaid.

8. OUR LIABILITY TO YOU

- (1) **We** are under a legal duty to supply goods and services that conform to our contract with **you**.
- (2) **We** will be responsible to **you** for losses that are foreseeable, or damage that **you** may suffer as a result of **us** being in breach of the **Plan**, or as a result of **our** negligence. Loss or damage is "foreseeable" only if it is an obvious consequence of **our** breach or negligence, or if it is contemplated by **you** and by **us** at the time when the **Plan** is formed. **We** will not be liable to **you** for loss or damage that is not foreseeable.
- (3) **We** will not be responsible for any failure or delay in performing **our** obligations under this **Plan** where the failure or delay results from any cause that is beyond **our** reasonable control.
- (4) Nothing in these **Terms & Conditions** or the **Plan** seeks to exclude or limit **our** liability for death or personal injury caused by **our** negligence (including that of **our** employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; for anything that cannot be limited or excluded by law.

(5) Nothing in these **Terms & Conditions** or the **Plan** seeks to exclude or limit **our** liability with respect to **your** legal or statutory rights as a consumer. For more information about **your** legal rights and what remedies **you** may have if something goes wrong, please contact **us** using the details below. Alternatively, **you** could contact **your** local Citizens Advice Bureau or Trading Standards Office.

(6) **We** are not liable to you if your **Plan** is cancelled because the Bill Payer where that person is a different person to you, failed to make any payments due under any **Adaro Loan Agreement/s**.

9. OUR USE OF YOUR PERSONAL DATA

- (1) **We** are a data controller of all personal data that **you** or the Bill Payer provides to **us** in connection with the **Plan**. For further information about **our** processing of **your** personal data, please read **our** Privacy Policy available on our website.
- (2) By signing up to the **Plan** you agree:
 - a) that **we** may process **your** personal data for the purposes of providing the **Glasses** and in order to manage the **Plan** and perform the services included in the **Plan** to **you**.
 - b) that **we** may provide **your** or the Bill Payer's personal data to:
 - (i) **Adaro**, in order that they can assess **your's** or the **Bill Payer's** application for **Credit** and for purposes of concluding the **Adaro Loan Agreement**; and (ii) to the credit reference agency appointed at the time, for purpose of performing a **Credit Search**; and (iii) To a courier/delivery company where **you** elect to have the **Glasses** delivered to **your** nominated address

10. CONTACT DETAILS & COMPLAINTS

- (1) **We** hope that **you** are happy with the **David Clulow Nuance Payment Plan**, but if **you** have any comments or concerns, **we** would welcome **your** feedback.
- (2) **You** may contact **us** either in person at **your** local participating **David Clulow** store or by emailing us info@davidclulow.com or by writing to **us** at David Clulow, Level 2 The Kensington Building, 1 Wrights Lane, London, W8 5RY, United Kingdom.
- (3) If **you** or the Bill Payer have any questions about paying for **your Glasses**, including if **you** or the **Bill Payer** are struggling with the monthly payments under any **Adaro Loan Agreements**, please contact **Adaro** by phone 03303240077, by email customerfinance@adaro.net, or by writing to Adaro Optics Ltd, The Willows, Pattenden Lane, Marden, Kent, TN12 9QJ.

11. OTHER IMPORTANT TERMS

- (1) **We** may transfer or assign **our** obligations and rights under these **Terms & Conditions** (and under the **Plan**) to a third party (e.g. if **we** sell **our** business). If this occurs **you** will be informed by **us** in writing. **Your** rights under these **Terms & Conditions** will not be affected and **our** obligations under the **Plan** will be transferred to the third party who will remain bound by them.
- (2) **You** may not transfer or assign **your** obligations and rights under these **Terms & Conditions** or under the **Plan** without **our** written consent.
- (3) The **Plan** is between **you** and **us**. With the exception of **Adaro**, the **Bill Payer** or a **Child of yours**, it is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these **Terms & Conditions**.
- (4) If any of the provisions of these **Terms & Conditions** are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, those provision(s) shall be deemed severed from the remainder of these **Terms & Conditions**. The remainder of these **Terms & Conditions** shall be valid and enforceable.
- (5) No failure or delay by **us** in exercising any of **our** rights under these **Terms & Conditions** means that **we** have waived that right, and no waiver by **us** of a breach of any provision of these **Terms & Conditions** means that **we** will waive any subsequent breach of the same or any other provision.

12. GOVERNING LAW AND JURISDICTION

- (1) These **Terms & Conditions**, the **Plan**, and the relationship between **you** and **us** and any claim or dispute (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England & Wales.
- (2) As a consumer, **you** will benefit from any mandatory provisions of the law in **your** country of residence. Nothing in Clause 11(1) takes away or reduces **your** rights as a consumer to rely on those provisions.
- (3) Any dispute, proceedings or claim between **you** and **us** relating to these **Terms & Conditions**, the **Plan**, or the relationship between **you** and **us** (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and wherever you live you can bring claims against us in the English courts. . If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. **We** can claim against you in the courts of the country you live in.

13. YOUR DATA

- (1) **We** will be sharing **your** and the Bill Payer's data with **Adaro** for the purposes of the application for an **Adaro Loan Agreement** and by continuing with the purchase of **your Glasses** through the **Plan** **you** and the Bill Payer are consenting to **us** using **your** data in this way.

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SCHEDULE

“us” / “we” / “**David Clulow**” means Luxottica Retail UK Ltd, trading as David Clulow Opticians.

Registered in England with company number 02767938.
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