

The David Clulow Style Service Terms and Conditions

These Terms & Conditions are the standard terms for the David Clulow Style Service. Before you sign up to the David Clulow Style Service, please read these Terms & Conditions carefully. Please be aware that the David Clulow Style Service and its benefits are 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:

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| "Adaro" | means Adaro Optics Limited (company registration number 05887690) whose registered office is at The Willows Business Park, Patten 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. David Clulow is an appointed representative for Adaro and Adaro shall provide credit to customers of David Clulow so that the David Clulow Style Service can take effect. Adaro and David Clulow have agreed that Adaro will extend credit to customers of David Clulow on the David Clulow Style Service 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 Style Service and by the Bill Payer for Credit with Adaro . |
| "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) (d) 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 Style Service . |
| "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 Style Service being the wearer of the Glasses and entitled to the services under and benefit of the David Clulow Style Service 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. |
| "Glasses" | means complete pair of glasses (spectacles) or sunglasses, including the frame and the lenses and prescription Meta (AI glasses) and prescription Nuance Audio glasses but excluding non-prescription Meta (AI glasses) and non prescription Nuance Audio glasses (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 Style Service , for the Plan Term formed on these Terms & Conditions. |
| "Plan Term" | the period during which you have access to the Plan. Subject to Clauses 6, 7, and 8, usually this is an initial period of 24 months from the Start Date for minimum 2 pairs of Glasses . For more than 2 pairs of Glasses , you can choose either 24 or 36 months. Each time you add at least an additional pair of Glasses , your Plan will renew for either 24 or 36 months, according to the number of pairs added to your Plan. |
| "Start Date" | The date calculated in accordance with Clause 1(5) of these Terms and Conditions |
| "Active Glasses" | means Glasses will be eligible for selected plan benefits from date of purchase up to the end of month 15 |
| "Terms & Conditions" | means the terms and conditions in this document. |
| "us" / "we" / "David Clulow" | means the Luxottica Retail UK Ltd business trading as "David Clulow Opticians" 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). |

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| "David Clulow Style Service" | 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) minimum two pairs of Glasses at the same time and (ii) If minimum two pairs are purchased, payments will be made over a minimum 24 month period. If more than two pairs are purchased, you can choose between 24 or 36 months period. |
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1. YOUR CONTRACT WITH US

- (1) These Terms & Conditions govern the **David Clulow Style Service** 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 Style Service**, please ask David Clulow store staff for details).
- (2) Subject to paragraph 1 (2) (c), When you sign-up to the **David Clulow Style Service** you will enter into two contracts (even though we have chosen to use a single Application Form)
 - a) The first contract is between you and us for the purchase of the **Glasses** from us and participation in the **David Clulow Style Service** 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 may enter into the **Adaro Loan Agreement** on your behalf (subject to status/Credit Search) when you purchase **Glasses** under the **David Clulow Style Service**. 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 in person in store, 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, a UK resident for the last 3 years, and that the payment details you provide belong to the Bill Payer.
 - a. If you are not the Bill Payer then the Bill Payer must be physically 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 Style Service** (for you or a Child), 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 Style Service**.
- (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** will be available for you to collect from the store you took the Style Service plan at, after the start date of the plan.
- (7) At the start of your Plan you will be invited to choose a minimum of two pairs of **Glasses**.
 - a) If you have chosen 2 pairs of **Glasses** then, both these pairs must have prescription lenses.
 - b) If you have chosen more than 2 pairs of **Glasses**, the maximum number of non-prescription glasses within a plan should be fewer or equal to the number of prescription glasses being purchased. The maximum number of pairs permitted in a plan is 5 active glasses.
 - c) If you have chosen more than 2 pairs of **Glasses** you will be invited to choose your payment term of either 24 months or 36 months

- d) The Plan is available on **Glasses** within selected ranges, excluding Meta Non – prescription & Nuance non- prescription and for full details please speak to a member of staff at your local participating **David Clulow** store. Contact lenses are excluded from the Plan. **David Clulow** retains the right to add and remove **Glasses** available to select for the Plan at any time. Full details of the **Glasses** that can be purchased through the **David Clulow Style Service** can be obtained in store.
- f) A discount of 30% will be given on each pair of **Glasses** within your Plan. Our 50% off 2nd pair promotion or any other offer or promotion cannot be used in conjunction with the Plan.

- (8) It is a condition of your participation in the **David Clulow Style Service** that the terms of each **Adaro Loan Agreement** related to your Style Service/s (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. The benefits of the Plan will cease if the Adaro Loan Agreement is not kept in force.
- (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 6 and Clause 7 below); or
 - b) we terminate your Plan (see Clause 8 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**, Oakleigh House, Patten Lane, Marden, Kent, TN12 9QJ.
- (3) NHS vouchers can be used in connection with payments in relation to the eye test and 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 Style Service**, the total amounts payable for the prescription **Glasses** and 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. ADDING GLASSES TO YOUR PLAN

- (1) From day one up to the end of month 15 of your Plan, you can add one or more pairs of **Glasses** to your current loan (amounting to a maximum of 5 Active Glasses). As a result, the remaining balance of your current **Adaro Loan Agreement** will be carried over into the new **Adaro Loan Agreement**. After month 15, you can add two or more pairs of **Glasses** (amounting to a maximum of 5 Active Glasses). The number of non prescription glasses must be fewer than or equal to the number of prescription glasses that you have active on your plan.

(2) Subject to these **Terms & Conditions**, the new pair of **Glasses** that you purchase as part of **your Plan** will qualify for the **David Clulow** free 30 day returns guarantee and the other benefits of the **David Clulow Style Service** listed in Clause 5, including free reglazes.

(3) If **you** do not select a new pair of **Glasses** from a participating **David Clulow** store during the **Plan Term**, the **Adaro Loan Agreement** will end (subject to Clause 8 **Our right to cancel**) on expiry of the **Plan Term** and you will no longer be entitled to the **David Clulow Style Service** benefits. **You or the Bill Payer** will be sent a breakdown of the **Outstanding Credit** by **Adaro** and the option to either continue the monthly payments until the end of **your Adaro Loan Agreement(s)** or to pay off the **Outstanding Credit** in one single payment in accordance with the applicable **Adaro Loan Agreement(s)**.

5. DAVID CLULOW STYLE SERVICE BENEFITS

(1) Every **Plan** with one or more pair of **active glasses** will have access to a number of benefits. We've listed some of them below, but for full details please speak to a member of staff at **your local participating David Clulow store**.

a) **Free 30 day returns 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) **Eye Test Included:** Once every 2 years (or as **your** clinical need requires) **you** are entitled to an eye test in **your local participating David Clulow store**

c) **Free reglaze:** You are entitled to a free reglaze of your **Active Glasses** if your prescription changes. **The definition of a prescription change is based on a minimum change of 0.5 dioptres, or at the discretion of the optometrist in store. Active Glasses are defined from date of purchase up to the end of month 15.**

d) **Free lifetime servicing** is included in the **Plan**. For full details please ask in store.

e) **Quality Promise:** At **David Clulow**, we are here to make your journey stylish and of unbeatable quality. That is why we are proud to give you **our** Quality Promise. For full details of the benefits you receive as part of **our** Quality Promise please visit the **David Clulow** Website www.davidclulow.com or ask in store

f) **Subscriber discount:** you will receive a 30% discount on the available range of accessories and eye solutions. These products are not part of the **Style Service** and need to be paid separately at the time of purchase. To access the discount, please notify a member of staff at **your local participating David Clulow store** that you are a subscriber on the **Style Service**.

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

6. YOUR RIGHT TO CANCEL IN THE FIRST 30 DAYS

(1) We hope that **you** will be delighted with **your Glasses** and the **David Clulow Style Service**. 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 maybe).

(4) If **you** wish to exchange and have alternative **Glasses**, such as with higher-value specifications, **you or the Bill Payer** will need to enter a new **Adaro Loan Agreement** (subject to status) and a new contract with **us** in accordance with these **Terms & Conditions**.

7. 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 loan withdrawal and **you** will no longer be entitled to the **David Clulow Style Service** 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 9, **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 11(3)

8. 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 Style Service**.

(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.

9. 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)**.

10. 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 yours 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**; (iii) To a courier/delivery company where **you** elect to have the **Glasses** delivered to **your** nominated address.

11. CONTACT DETAILS & COMPLAINTS

(1) We hope that **you** are happy with the **David Clulow Style Service**, 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 Optical** store or by writing to **us** at Customer Service Department, David Clulow Optical, 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**, Oakleigh House, Pattenden Lane, Marden, Kent, TN12 9QJ.

12. 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.

13. 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 13(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.

14. 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.

SCHEDULE

“us” / “we” / “David Clulow” means

Luxottica Retail UK Ltd trading as David Clulow
Opticians company registration number 02767938

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