

## The Vision Express Stelless Eyecare Plan Terms and Conditions

These Terms & Conditions are the standard terms for the Vision Express Stelless Eyecare Plan. Before you sign up to the Vision Express Stelless Eyecare Plan, please read these Terms & Conditions carefully. Please be aware that the Vision Express Stelless Eyecare Plan and its benefits are only available in Store (not online) and from selected Vision Express 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:

<b>"Adaro"</b>	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. Vision Express is an appointed representative for Adaro and Adaro shall provide credit to customers of Vision Express so that the Vision Express Stelless Eyecare Plan can take effect. Adaro and Vision Express have agreed that Adaro will extend credit to customers of Vision Express on the Vision Express Stelless Eyecare Plan for repayment in one or more instalments so that they may acquire title in, and ownership of, products upon purchase.
<b>"Adaro Loan Agreement"</b>	means an interest free loan agreement between the Bill Payer and Adaro for the Credit relating to a Plan.
<b>"Application Form"</b>	means the form or forms completed by Customer to apply for the Vision Express Stelless Eyecare Plan and by the Bill Payer for Credit with Adaro.
<b>"Associated Company"</b>	has the meaning given in sections 256 and 1159 of the Companies Act 2006;
<b>"Bill Payer"</b>	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.
<b>"Credit"</b>	the cost of the Glasses that you purchase as part of the Vision Express Stelless Eyecare Plan.
<b>"Credit Search"</b>	The credit search referred to in Clause 1(4) of these Terms & Conditions.
<b>"Customer" / "you" / "your"</b>	means the person signing up to the Vision Express Stelless Eyecare Plan being the wearer of the Glasses and entitled to the services under and benefits of the Vision Express Stelless Eyecare 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.
<b>"Eyecare Plan Insurance"</b>	means insurance in respect of the breakage and loss of your Glasses; the contract terms for this insurance are set out in the Eyecare Plan Insurance Policy and not in these Terms & Conditions.
<b>"Eyecare Plan Insurance Policy"</b>	means the insurance contract named 'Grand Advantage Policy' from which you can benefit on the basis that Vision Express has paid or will pay the premium for it, and you will have no obligation to do so.
<b>"Eyecare Plan Insurance Pre-contract Material"</b>	The information and documentation the FCA requires is provided so you may make an informed decision on whether to benefit from the Eyecare Plan Insurance
<b>"FCA"</b>	Financial Conduct Authority, the statutory regulator for the credit to be provided to you pursuant to these Terms & Conditions, and also the applicable regulator in respect of any provision to you of the Eyecare Plan Insurance
<b>"Glasses"</b>	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).
<b>"Outstanding Credit"</b>	the amount of Credit that is unpaid by you from time to time.
<b>"Plan"</b>	means the contract between you and us for the Vision Express Stelless Eyecare Plan, for the Plan Term formed on these Terms & Conditions.
<b>"Plan Term"</b>	the period during which you have access to the Plan. Subject to Clauses 6, 7, and 8, usually this is a period of 12 months from the Start Date for 1 pair of Glasses.
<b>"Start Date"</b>	The date calculated in accordance with Clause 1(5) of these Terms and Conditions

<b>"Terms &amp; Conditions"</b>	means the terms and conditions in this document.
<b>"Upgrade"</b>	Means the adding into the Plan of a new pair of Glasses as set out in Clause 4(1).
<b>"Upgrade Period"</b>	means the period 9 months to 15 months after the Start Date or after an anniversary of the Start Date.
<b>"us" / "we" / "Vision Express"</b>	means the business trading as 'Vision Express' 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).
<b>"Vision Express Stelless Eyecare Plan"</b>	means this service where you receive benefits from Vision Express when you purchase Glasses from Vision Express via an Adaro Loan Agreement(s) on the following basis:- (i) two pairs or three pairs of Glasses at the same time and (ii) If two pairs are purchased payments will be made over a 24 month period and if three pairs are purchased payments will be made over a 36 month period.

### 1. YOUR CONTRACT WITH US

- (1) These Terms & Conditions govern the Vision Express Stelless Eyecare 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 Vision Express Stelless Eyecare Plan, please ask Vision Express store staff for details).
- (2) Subject to paragraph 1 (2) (d) and (e), When you sign-up to the Vision Express Stelless Eyecare Plan you will enter into two contracts (even though we have chosen to use a single Application Form), and have the option to enter into a third, the Eyecare Plan Insurance, as follows:
  - a) The first contract is between you and us for the purchase of the Glasses from us and participation in the Vision Express Stelless Eyecare Plan and its benefits (in these Terms & Conditions we refer to this as the Plan);
  - b) The second is the Adaro Loan Agreement.
  - c) At the point you sign-up to the Vision Express Stelless Eyecare Plan as above, we will make available to you in-store the Eyecare Plan Insurance Pre-contract Material (electronically or in hard copy if you prefer); we can also make available in this way the Eyecare Plan Insurance Policy if you wish; if you want the Eyecare Plan Insurance, we will give or send you a copy (by email or post if you prefer) of the Eyecare Plan Insurance Pre-contract Material and the Eyecare Plan Insurance Policy. You are under no obligation to have the Eyecare Plan Insurance and whether you have it or not will not affect the cost, or any other aspect, of the Plan.
  - d) A person over the age of 18 may enter into the Adaro Loan Agreement on your behalf (subject to status/Credit Search) when you purchase Glasses under the Vision Express Stelless Eyecare 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 the Bill Payer.
- (4) A credit search will be carried out in-store on the Bill Payer when you sign up to the Vision Express Stelless Eyecare Plan (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 Vision Express Stelless Eyecare 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 will be delivered to your delivery address specified in the Application after the Start Date or collected from store at your preference.

a) At the start of your Plan you will be invited to choose one pair of Glasses Your Glasses must have Stelless prescription lenses;

b) The Plan is available on Glasses within selected ranges (including selected price ranges) and for full details (including minimum pricing) please speak to a member of staff at your local participating Vision Express store. Contact lenses are excluded from the Plan. Vision Express 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 Vision Express Stelless Eyecare Plan can be obtained in store.

c) Selecting Stelless 1.0, a discount of £72 will be given on your pair of Glasses. Our 50% off 2nd pair promotion or any other offer or promotion cannot be used in conjunction with the Plan.

d) Selecting Stelless 2.0, a discount of £80 will be given on your pair of Glasses. Our 50% off 2nd pair promotion or any other offer cannot be used in conjunction with the plan.

(7) It is a condition of your participation in the Vision Express Stelless Eyecare Plan that the terms of each Adaro Loan Agreement related to your Eyecare Plan(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.

(8) Vision Express 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 Vision Express to act as a credit broker and not a lender.

(9) 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. The Eyecare Plan Insurance may start or end on different dates, and/or for different reasons, from the Plan Term.

### 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](mailto:customerfinance@adaro.net), or by writing to Adaro Optics Ltd, The Willows, Patten Lane, Marden, Kent, TN12 9QQ.

(3) NHS vouchers can be used in connection with payments in relation to the Glasses in the Plan.

(4) As is the case when purchasing Glasses outside of the Vision Express Stelless Eyecare Plan, the total amounts payable for the prescription Glasses 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. VISION EXPRESS STELLESS EYECARE PLAN BENEFITS**

(1) With an active Plan you 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 Vision Express store.

- a) **Free 100 day returns guarantee:** At Vision Express, we're confident you'll love your new Glasses, that is why we are proud to give you our free 100 day returns guarantee. If you change your mind, simply return them with proof of purchase within 100 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 100-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 100 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 100 day returns guarantee.
- b) **Free routine eye tests:** Once every 6 months (or as your clinical need requires) you are entitled as part of your plan to a free routine eye test (including OCT where available in participating Stores) in your local participating Vision Express.
- c) **Free reglaze:** If within your 12month plan your prescription changes by + 0.5 dioptre you are entitled to a free equivalent Stelless lens reglaze.
- d) **Free lifetime servicing** is included in the Plan. For full details please ask in store.
- e) **Breakage and Loss Cover:** in the form of the Eyecare Plan Insurance as explained in Clause 1(2)(c) above.

(2) You are only entitled to these benefits whilst you have a valid Plan in place, including that you must extend your Plan by making an Upgrade during each Upgrade Period in accordance with Clause 4. Any Glasses removed (or to be removed) from your Plan during the Upgrade Period will not qualify for these benefits.

**5. YOUR RIGHT TO CANCEL IN THE FIRST 100 DAYS**

(1) We hope that you will be delighted with your Glasses and the Vision Express Stelless Eyecare 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 100 days of the Start Date.

(2) In order to cancel, visit your local participating Vision Express 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 100 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.

**6. YOUR RIGHT TO CANCEL OUTSIDE OF THE FIRST 100 DAYS**

(1) You can choose to cancel your Plan or the Bill Payer may pay off the Adaro Loan Agreement(s) at any time outside of the first 100 days. Please contact your local participating Vision Express 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) If you do not extend your Plan during the Upgrade Period in accordance with Clause 4, you will be treated as cancelling your Plan.

(4) When you cancel your Plan, 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 Vision Express Stelless Eyecare Plan benefits from the point of cancellation even though the Adaro Loan Agreement may continue until all the Outstanding Credit has been re-paid..

(5) 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 the 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.

(6) For further details about repaying the Adaro Loan Agreement(s) please contact Adaro using the details in Clause 1(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;
- d) if you do not make an Upgrade in accordance with Clause 4.

(2) To cancel your Plan, we will contact you using the details you have provided to us for the Vision Express Stelless Eyecare 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; (iii) To a courier/delivery company where you elect to have the Glasses delivered to your nominated address; and (iv) to the insurer under the Eyecare Plan Insurance.

**10. CONTACT DETAILS & COMPLAINTS**

(1) We hope that you are happy with the Vision Express Stelless Eyecare 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 Vision Express store or by writing to us at Customer Service Department, Vision Express, Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham, NG11 6NZ, 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](mailto:customerfinance@adaro.net), or by writing to Adaro Optics Ltd, The Willows, Patten Lane, Marden, Kent, TN12 9QQ.

**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 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.

## 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.

The Vision Express Stelless Eyecare Plan Terms and Conditions

SCHEDULE

“us” / “we” / “Vision Express” means

Vision Express (UK) Limited

company registration number 02189907

registered office: Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham NG11 6NZ.

Financial Services Register Number 968379.