

**Lender**

This is the name and contact address of your lender, Klarna Bank AB (publ).

Klarna Bank AB (publ). Sveavägen 46, 111 34 Stockholm, Sweden ("Klarna") (we / us)

**Customer**

Miss Anna Lechwar (you)

**The Facility**

You are not paying any interest or charges in order to obtain this facility, which means that you will pay exactly the same amount as if you paid in full, in cash. The Facility does not include any deposit paid by you.

£408.96 (the Facility)

**Duration**

This means that you will have repaid the full facility in no more than 12 months without having to pay any interest or charges.

12 months from the date of the agreement.

**Payment details**

These are the payments that you will have to make to repay the cost of the goods or services provided. This may include a deposit when you sign the agreement and the specified monthly repayments after the start of agreement which is after the release of your goods, or when the service has been completed. You will not be able to change your payment date under this agreement.

You must pay

- i. a deposit of £45.44 when you sign this agreement  
followed by
- ii. 1 repayment of £34.08 payable 25 days after the date of this agreement (First Repayment),  
followed by 11 monthly repayments of £34.08 starting 1 month after the First Repayment.

**Other charges that you may be required to pay**

Your facility is provided without any interest or charges, however you will incur charges in the event that you do not make any repayments on time or in full.

You must pay us all reasonable costs and expenses we incur as a result of you breaking any condition of this agreement or our seeking repayment from you.

These will include:

- 1. £12.00 for each payment that we do not receive from you on or before the due date;
- 2. £12.00 each time we have to send you a letter chasing the arrears;
- 3. £25.00 if we have to transfer your agreement to a debt collection agency;
- 4. if we end this agreement for a reason set out in Condition 3 below;
  - all reasonable costs and expenses we or our agents incur in trying to recover payment from you; and
  - all reasonable internal management and administrative costs we incur in responding to and dealing with your enquiries relating to the administration of your account.

By signing and entering into this agreement you confirm that:-

- a. you have provided us with all relevant information about you prior to the making of this agreement.

The information given by you and shown in this agreement is correct;

- b. you have not been adjudged bankrupt and no proceedings for bankruptcy are pending or have been issued against you;
- c. you are a UK resident;
- d. you are not in default under any agreement with Klarna and
- e. you are not aware of any circumstances that would affect our decision to enter into this agreement with you.

**We appreciate that you are making an important decision by entering into this agreement with us. It is important that you read and understand all of the terms and conditions contained in this agreement because your acceptance means that you will be bound by all of the terms and conditions. This includes the "Use of Your Information Notice".**

Only sign this agreement if you want to be legally bound by its terms.

Signature of Borrower:



MISS ANNA LECHWAR

**Date of signature:** 12/01/2020

**TIMESTAMP:** 23:04:30

**IP ADDRESS:** 82.16.212.149

Signed for and on behalf of **KLARNA BANK AB (PUBL).**

Signature of Bank:

**Date of signature:** 12/01/2020 23:04:30

## Terms and Conditions

### 1. Agreement

This agreement is made between you and us. The agreement date is the day after Gate Parts Inc authorises the release of the goods to you or confirms that the service has been completed. By signing this agreement, you confirm that we may proceed to transfer an amount equal to the value of the Facility (together with any deposit payment as applicable) directly to Gate Parts Inc.

### 2. Repayment

You are responsible for repaying all sums due to us by way of the repayments set out above. Prompt payment of all the repayments in full on the due dates is a key term of this agreement. All payments under this agreement are to be made by way of direct debit except for any deposit payment (which is made to Gate Parts Inc or to us (as applicable) on the day that you sign the agreement by way of debit or credit card). Your payment date cannot be changed for the duration of the agreement. Payment of the deposit (if applicable) on or before the date of the agreement is a condition of our entering into this agreement.

### 3. Our right to end this agreement

We will be entitled to end this agreement and to require you to pay us all the money you owe us, if:

- a. you fall into arrears concerning any repayment arising under this agreement;
- b. you fail in any material respect to keep to any part of this agreement; or
- c. you fail in any material respect to keep to the terms of any other agreement that you have with the bank or any member of Klarna or
- d. you have given us information which is inaccurate or untrue in connection with this agreement or any other agreement between you and us, or you have otherwise committed fraud; or
- e. you become unable to pay your debts as they fall due; or

- f. you are the subject of a court action which has the effect of taking away from you control of the whole or a substantial part of your assets; or
- g. steps are taken, or any proceedings are initiated, for your bankruptcy or you are served with a creditors' demand under the Insolvency Act 1986 or the Bankruptcy (Scotland) Act 1985 or the Insolvency (Northern Ireland) Order 1989; or
- h. you become incapable in law of managing your affairs, or
- i. you die; or
- j. in Scotland (in addition to the events referred to above) you become apparently insolvent or suffer sequestration to be awarded on your estate or effects or a receiver, judicial factor or trustee is appointed for any portion of your estate or effects or you suffer any inhibition, arrestment, charge, attachment or other diligence to be issued, carried out or levied upon your estate or effects or there is exercise or threatened exercise of any landlord's hypothec or you enter into or apply for a debt arrangement scheme under the Debt Arrangement and Attachment (Scotland) Act 2002; or
- k. we reasonably consider that due to an act or omission of or connected with you, our reputation would be at risk if we were to continue with this agreement.

#### **4. Amount payable if we end this agreement**

If we end this agreement early (see 3 above), you must pay the following

- a. all unpaid repayments and all other sums that you should have paid under this agreement before termination;
- b. the rest of the total amount payable under this agreement;
- c. all reasonable third party costs and expenses we incur in trying to recover payment from you; and
- d. all default fees on the unpaid amount from time to time until such amount is paid.

#### **5. Transfer of agreement**

We may assign, or transfer our rights under this agreement. You may not assign or transfer your rights or obligations under this agreement.

#### **6. Miscellaneous**

- a. If we relax or fail to exercise any of our rights, our rights under this agreement will not be affected.
- b. All the terms agreed between us (except terms included by law) are set out in this agreement.
- c. You will tell us immediately if you change your name and/or address.
- d. English law will apply to this Agreement unless your address shown on the face of this agreement is in Scotland, in which case, Scottish law will apply, or your address shown on the face of this agreement is in Northern Ireland, in which case the law of Northern Ireland will apply. The non-exclusive jurisdiction of the English or Scottish courts or the courts of Northern Ireland (as appropriate) will apply.

## **USE OF YOUR INFORMATION**

Your personal data will be collected and processed by Klarna, referred to as "we", "our" or "us".

The type of personal data we collect may include your and your representatives' name, address, e-mail address and telephone number, financial and credit card information, employment history, credit history and identification records. You can find further information about how and why we use your personal data and the rights that you have in relation to your data at <https://www.klarna.com/uk/privacy-policy/>. If you have any questions about how we process your personal data or about your rights over your personal data, please contact [cs.uk@klarna.com](mailto:cs.uk@klarna.com) or by mail address to: Data Protection Office at Klarna, Sveavägen 46, 111 34 Stockholm, Sweden.

In considering whether to enter into this agreement, we may use your personal data for making a credit

check on you, or share your information with fraud prevention agencies who will use it to prevent fraud, money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. More specific information in respect of the credit reference agencies with whom we share your personal data is available at <https://www.experian.co.uk/crain/index.html> and you may find additional information on how we share your data at <https://www.klarna.com/uk/privacy-policy/>.

**If you would like to receive this agreement in an alternative format or medium because of disability, please contact our Customer Services Department on 0333 321 6080 or email [cs.uk@klarna.com](mailto:cs.uk@klarna.com).**

**Instruction to your Bank or Building Society to pay by Direct Debit**

Please fill in the form and send to Klarna Bank AB (publ), PO Box 235, Deeside, CH5 9ES  
For queries regarding your Direct Debit, please call 0333 321 6080.

**Name and full postal address of your Bank or Building Society**

To: The Manager

BARCLAYS BANK UK PLC

**Address**

Kingston, , Leicester

**Postcode**

LE87 2BB

**Name(s) of Account Holder(s)**

Anna Lechwar

**Bank/Building Society number**

23093549

**Branch Sort Code**

204673

**Banks and Building Societies may not accept direct debit instructions for some types of account.**

**Service User Number**

404618

**Reference**

P4L-3956833

**Instruction to your Bank or Building Society**

Please pay Virtual Lease Services Ltd for Klarna Bank AB (publ) from the account detailed in this Instruction, subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Virtual Lease Services Ltd (on behalf of Klarna Bank AB (publ)) and, if so, details will be passed electronically to my Bank/Building Society.

**Signature(s)**

MISS ANNA LECHWAR

**Date of signature:** 12/01/2020

**TIMESTAMP:** 23:04:30

**IP ADDRESS:** 82.16.212.149

**The Direct Debit Guarantee**

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Virtual Lease Services Ltd for Klarna Bank AB (publ) will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request Virtual Lease Services Ltd for Klarna Bank AB (publ) to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in payment of your Direct Debit by Virtual Lease Services Ltd for Klarna Bank AB (publ) or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when Virtual Lease Services Ltd for Klarna Bank AB (publ) ask you to
- You can cancel a Direct Debit at anytime by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

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Klarna Bank AB (publ) is incorporated under Swedish law and is registered with the Swedish Companies Registration Office, Organisation number 556737-0431. Registered Office, Sveavägen 46, 111 34 Stockholm, Sweden.