

RESTONS

SOLICITORS

Trinity Chambers
800 Mandarin Court
Centre Park
Warrington WA1 1GG

Website: www.restons.co.uk

Please reply to: Mr C Quinn
Telephone number: 01925 426100
Reference number: 3746493

Tuesday May 02, 2017

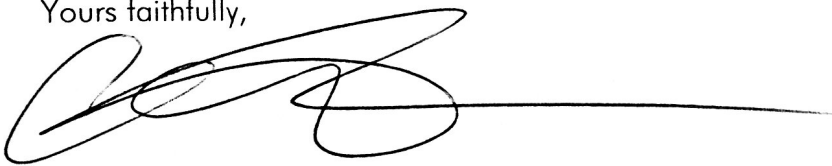
Dear Sir

Re: Cabot Financial (UK) Limited v. Yourself
Account Number: 5460975806634270
Original Creditor and Product Type: Capital One - Credit Card

We write in respect of the above matter.

We enclose by way of service a copy of our Application Notice and supporting evidence which has been filed with the Court today. We have asked the Court to deal with the Application without a hearing as we do not consider a hearing is necessary. Once this has been referred to a Judge, he or she should then either make an Order in the terms requested or they may decide that the application needs to be considered at a hearing. Either way, you should receive an Order from the Court in due course which confirms the decision made.

Yours faithfully,



Mr C Quinn, Paralegal
pp Restons Solicitors Limited

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Name of court Northampton CCBC		Claim no. [REDACTED]
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable)	
PBA0084574	H W F - [] [] - [] []	
Warrant no. (if applicable)		
Claimant's name (including ref.) Cabot Financial (UK) Limited ICM/3746493		
Defendant's name (including ref.) [REDACTED]		
Date	28/04/2017	

1. What is your name or, if you are a legal representative, the name of your firm?

Restons Solicitors Limited

2. Are you a Claimant Defendant Legal Representative
 Other (please specify) [] [] [] [] [] [] [] [] [] []

If you are a legal representative whom do you represent?

Cabot Financial (UK) Limited

3. What order are you asking the court to make and why?

An ex-parte Order to: -
 1. Lift the stay on these proceedings; and
 2. Strike out the Defence pursuant to CPR 3.4(2) of the Civil Procedure Rules on the basis that it discloses no reasonable grounds for defending the claim and/or is an abuse of the Court process; and
 3. Enter Judgment for the sum of £4123.08

4. Have you attached a draft of the order you are applying for? Yes No

5. How do you want to have this application dealt with? at a hearing without a hearing
 at a telephone hearing

6. How long do you think the hearing will last? [] Hours [] Minutes
 Is this time estimate agreed by all parties? Yes No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

9. Who should be served with this application?

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

What information will you be relying on, in support of your application?

- the attached witness statement
- the statement of case
- the evidence set out in the box below

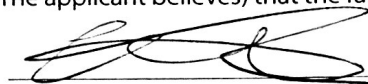
If necessary, please continue on a separate sheet.

TAKE NOTICE THAT IF THE RESPONDENT TO THIS APPLICATION FOR SUMMARY JUDGMENT WISHES TO RELY ON WRITTEN EVIDENCE AT THE HEARING, IT MUST FILE A WITNESS STATEMENT AND SERVE COPIES ON THE CLAIMANTS SOLICITORS, MESSRS RESTONS, OF TRINITY CHAMBERS, 800 MANDARIN COURT, CENTRE PARK, WARRINGTON, CHESHIRE, WA1 1GG AT LEAST SEVEN DAYS BEFORE THE DATE SET FOR THE SUMMARY JUDGMENT HEARING.

Statement of Truth

(I believe) (~~The applicant believes~~) that the facts stated in this section (and any continuation sheets) are true.

Signed



Dated 28/04/2017

Applicant's legal representative's (~~litigation friend~~)

Full name Mr Colin Gerard Quinn

Name of applicant's legal representative's firm Restons Solicitors Limited

Position or office held Paralegal

(if signing on behalf of firm or company)

11. Signature and address details

Signed



Dated 28/04/2017

Applicant's legal representative's (~~litigation friend~~)

Position or office held Paralegal

(if signing on behalf of firm or company)

Applicant's address to which documents about this application should be sent

Restons Solicitors Limited
Trinity Chambers
800 Mandarin Court
Centre Park
Warrington

Postcode WA 1 1 GG

If applicable

Phone no. 01925 426100


Fax no. 01925 417517

DX no. DX 17770 Warrington

Ref no. ICM/3746493

E-mail address mail@restons.co.uk

Continuation Sheet

1. Continued from Form	N244	Reference	
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2. Before each continuation, state which panel is to be continued, e.g. "Panel 5 continued"

Panel 3 continued

Alternatively, if the court is not minded to deal with this application on an ex-parte basis, the Claimant seeks an Order: -

1. To lift the stay on these proceedings; and
2. To strike out the Defence pursuant to CPR 3.4(2) of the Civil Procedure Rules on the basis that it discloses no reasonable grounds for defending the claim and/or is an abuse of the Court process; or
3. In the alternative to (2) above, an Order for Summary Judgment against the Defendant under Part 24.2 of the Civil Procedures Rules. The Defendant has no real prospect of successfully defending the claim and there is no other compelling reason why the case should be disposed of at a trial; and
4. That the Defendant do pay the Claimant's costs on a contractual (indemnity) basis, pursuant to CPR 44.5.

B E T W E E N :

CABOT FINANCIAL (UK) LIMITED

Claimant

and

[REDACTED]

Defendant

WITNESS STATEMENT

I, COLIN GERARD QUINN, Paralegal in the employ of Restons Solicitors Limited of Trinity Chambers, 800 Mandarin Court, Centre Park, Warrington WA1 1GG will say as follows:

1. I am duly authorised by the Claimant to make this Witness Statement on its behalf which I do so in support of the Claimant's application dated 28 April 2017. I make this Witness Statement from matters which are within my own knowledge and are true, and from my perusal of documents and records on the Case Management System ("CMS") operated by my firm which includes contemporaneous records of all incoming/outgoing correspondence and telephone calls for each particular account and which I believe to be a true record for this account since it was referred to my firm by the Claimant. I also make this Witness Statement from information provided to me by Cabot Financial (Europe) Limited. The Claimant has appointed Cabot Financial (Europe) Limited as the primary managing agent and the servicer of the account held by the Defendant, and Cabot Financial (Europe) Limited continues to manage and service that account in that capacity. Where matters are not within my own knowledge they are true to the best of my knowledge and belief.
2. The claim in this action is for monies outstanding under a Capital One Credit Card facility issued pursuant to a Credit Agreement ("the Credit Agreement") between Capital One and the Defendant dated on or about 28 July 2005. The Credit Agreement was allocated an account number and was regulated by the Consumer Credit Act 1974 ("the Act"). Exhibited to this Witness Statement at "CGQ1" is a copy of the Credit Agreement signed by the Defendant on 26 July 2005, together with the original Terms

and Conditions embodied in the Credit Agreement and a reconstituted copy of the original Terms and Conditions. Also exhibited at "CGQ1" is a copy of the latest applicable Terms and Conditions at the time the Defendant's account was terminated.

3. In accordance with its contractual entitlement, Capital One assigned its rights and duties under the account to the Claimant, Cabot Financial (UK) Limited, on 24 September 2015. Exhibited to this Witness Statement at "CGQ2" is a copy of the Notice of Assignment served on the Defendant by the Claimant, along with a copy of the Notice issued to the Defendant by Capital One. Also exhibited to "CGQ2" are copies of historic correspondence previously issued to the Defendant by the Claimant and in pursuit of the outstanding balance.
4. Exhibited to this Witness Statement at "CGQ3" is a transaction log extracted from the Case Management Records of Capital One, showing credits and debits applied to the account between 12 March 2009 and 13 June 2010.
5. I confirm I have read the Defence filed by the Defendant whereby it is alleged that: -
 - (i) There has been a failure to comply with the Defendant's request under CPR 31.14; and
 - (ii) The Claimant has failed to provide a copy of the original Credit Agreement.
6. I confirm I have checked my firm's Case Management System which contemporaneously records all incoming and outgoing telephone calls and correspondence since my firm was instructed on 03 December 2015. This system records that: -
 - (i) A letter before action dated 04 December 2015 was sent to the Defendant in compliance with the Practice Direction - Pre-Action Conduct and Protocols to the Defendant's last known place of residence, [REDACTED]
 - (ii) As no response was received, proceedings were issued against the Defendant on 22 December 2015 for an outstanding balance of £3,154.28, together with a Claim Fee of £185.00 and Fixed Costs of £80.00. The proceedings were served on the Defendant at the last known place of residence [REDACTED]
 - (iii) The Particulars of Claim contain sufficient information for the Defendant to understand what the Claim relates to, namely:
 - a) The date the account was opened;

- b) The account number;
 - c) The outstanding balance;
 - d) The name of the original creditor; and
 - e) The fact that the account has been assigned to the Claimant
- (iv) Since being served with a copy of the Defendant's Defence, correspondence has been exchanged between my firm and the Defendant including instances whereby my firm provided the Defendant with documentation relating to his account. The Defendant's however has ceased to engage with my firm.

Copies of all correspondence exchanged between my firm and the Defendant are exhibited to this Witness Statement at "CGQ4", with the exception of any "Without Prejudice" correspondence.

7. In my respectful submission, the Defence should not succeed because: -

- (i) Within his Defence the Defendant does not explicitly dispute signing the Credit Agreement, being provided with a credit facility, utilising that facility or the fact that a debt was incurred. The Defendant merely requests a copy of the Credit Agreement is provided to him and the Claimant has complied with this request. I respectfully submit that the provision of this document, along with the Defendant having signed the same, confirms his liability in respect of the account and therefore any debt accrued;
- (ii) Throughout the lifetime of the credit facility, the Defendant would have been sent monthly statements of account by the original creditor which would have included details of any items of expenditure, payments made towards the account and the application of contractual interest / charges, as well as confirming the outstanding balance;
- (iii) The Defendant does not allege that he is still being pursued for this debt by the original creditor and hence there is no sensible reason for the Defendant to challenge the assignment of this account. In any event the Claimant has evidenced that it fulfilled its obligations by issuing the Defendant with a Notice of Assignment, pursuant to Section 136 of the Law of Property Act 1925. Furthermore the Claimant has also evidenced that the Defendant was notified of the assignment by the original Creditor;
- (iv) The information provided to my firm is that the last payment credited to the account was on 09 February 2010 and that a balance of £3,154.28 remained outstanding at the time my firm were instructed. The last payment date correlates with the transaction log provided by Capital One and I respectfully submit that as this document has been extracted from the Case Management

Records of the original Creditor, there is no sensible reason for the Defendant to challenge the information contained within;

- (v) I respectfully point out to the Court that the Defence filed is in a format that is circulated on consumer-based websites whereby Defendants are encouraged to use this template in order to avoid repayment of their debts. Although the Defendant has made numerous allegations, it is my belief that the Defendant does not fully understand the nature of the allegations raised and is merely using the template in an attempt to frustrate these proceedings, without any genuine belief in the allegations raised.
8. I acknowledge that these Proceedings have been stayed since February 2016. Following receipt of the Defence, my firm made the decision to allow the Claim to become stayed automatically so that attempts could be made to obtain account documentation from the original creditor and to try to resolve matters amicably with the Defendant in order to avoid the need for this litigation to continue. However, as those attempts have been unsuccessful, I respectfully ask the Court to now lift the stay.
9. I also respectfully ask the Court to strike out the Defence on an ex-parte basis and to enter Judgment in accordance with the request attached to this Witness Statement at "CGQ5". That request seeks costs on entering Judgment and a breakdown of those costs is detailed in the Statement of Costs attached to this Witness Statement at "CGQ6". I respectfully ask the Court to award those costs on the basis that:
- (i) The Defendant has been given opportunities to withdraw the Defence previously filed, but has not done so; and
 - (ii) The costs sought, are in my respectful submission, reasonable and proportionate.
10. If the Court is not minded to deal with this application on an ex-parte basis then I respectfully request that the application be listed for a hearing with a time estimate of 40 minutes and that the application be treated as an application:
- (i) To lift the Stay on these proceedings; and
 - (ii) To strike out the Defence; or
 - (iii) For Summary Judgment; and
 - (iv) For an Order that the Defendant do pay the Claimant's costs on a contractual (indemnity) basis, pursuant to CPR 44.5.
11. The Claimant's Application Notice and this Witness Statement are based on the issues pleaded in the Defendant's Defence. If the Court is not minded to deal with this application on an ex-parte basis, I respectfully request that it should be listed for a hearing. If the Defendant attempts to raise new allegations at that hearing which have

not been pleaded in the Defence, the Claimant reserves the right to request an adjournment of that hearing and to seek an Order that the Defendant do pay the Claimant's costs of the adjournment, together with any other costs incurred as a result of the adjourned hearing, but not limited to, the costs of filing and serving further evidence to deal with any new allegations raised by the Defendant.


STATEMENT OF TRUTH

I believe that the facts stated in this Witness Statement are true.

I am duly authorised by the Claimant to make this Witness Statement on its behalf.

Signed: 

COLIN GERARD QUINN
Paralegal for the Claimant

Dated: 

Restons Solicitors Limited
Solicitors for the Claimant
Trinity Chambers
800 Mandarin Court
Centre Park
Warrington
Cheshire
WA1 1GG
DX 17770 WARRINGTON
Tel: 01925 426100
Ref: 3746493
Date: 28 April 2017

Claim No. [REDACTED]
1st Statement of
Colin Gerard Quinn
On behalf of the Claimant
Dated: 28 April 2017

IN THE NORTHAMPTON CCBC

B E T W E E N :

CABOT FINANCIAL (UK) LIMITED
Claimant

and

[REDACTED]
Defendant

EXHIBIT CGQ 1
WITNESS STATEMENT of
COLIN GERARD QUINN

Restons Solicitors Limited
Solicitors for the Claimant
Trinity Chambers
800 Mandarin Court
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Cheshire
WA1 1GG
DX 17770 WARRINGTON
Tel: 01925 426100
Ref: 3746493
Date: 28 April 2017

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Between us Capital One Bank (Europe) plc of Trent House, Station Street Nottingham NG2 3HX and you the Customer named above on the terms and conditions set out below and overleaf

KEY FINANCIAL INFORMATION

Credit Limit: The credit limit will be determined by us from time to time under this agreement and notice of it will be given by us to you.
Monthly Payments: Monthly payments are payable by the date stated in the monthly statement. The monthly payment is an amount equal to at least 3% of the outstanding balance from time to time, shown in your monthly statement or £5, whichever is greater.
APR: 12.9% APR (variable) (See assumptions in section 11)

OTHER FINANCIAL INFORMATION

Interest Rate

For purchases: An effective rate of 0.00% p.a. fixed for any statement period beginning within the first 6 months of your account, and then 12.94% p.a. (variable) payable from the date of purchase until repayment. No interest is payable if you pay in full the outstanding balance on your first statement by its payment due date. No interest is payable on subsequent statements if the outstanding balance on your current statement and the previous statement are paid in full by their respective payment due dates.
For balance transfers: An effective rate of 5.94% p.a. (variable) for any balance transfers made within the first 6 months of your account, and 12.94% p.a. (variable) for balance transfers made after then, until repayment.
For cash withdrawals: An effective rate of 19.89% p.a. (variable) from the date of withdrawal until repayment.

Interest for purchases, balance transfers made after the first 6 months and cash withdrawals is calculated at Base Rate plus the applicable margin, divided by 365 or 366, and multiplied by the total of the daily outstanding balances in the statement period. The applicable margin is variable and is (a) 7.48% for purchases and balance transfers made after the first 6 months and (b) 13.53% for cash withdrawals. The Base Rate is that in force on the 7th day prior to the beginning of a statement period. For balance transfers made in the first 6 months, interest is calculated at 5.78% p.a. (variable) divided by 365 or 366, and multiplied by the total of the daily outstanding balances in the statement period. Interest is calculated from the date of the transaction or incurring of a fee, charge or expense until the outstanding balance has been paid in full. Interest is applied to your account monthly on each statement date (or on a monthly date notified to you where no statement is issued - see section 9).

Total Charge for Credit:

At the time the agreement is made, it £202.43
Comprising interest in the sum of £202.43

APR

In calculating the APR no account has been taken of any variation which may occur under the agreement of the rate or amount of any item entering into that calculation. Such a variation will occur (i) automatically if the Base Rate changes (where the interest is related to the Base Rate) or (ii) if we, at our discretion for any valid reason, change the margin over Base Rate. The interest rate (where the interest is not related to the Base Rate) or add or change any charge or fee which was included in the total charge for credit. If there is a change of Base Rate, the new Base Rate will operate automatically with effect from the statement period which begins at least 7 days after the date of such change. We will give you at least 7 days' prior written notice of any decrease, and at least 28 days' prior written notice of any increase in the margin over Base Rate. The interest rate (where the interest is not related to the Base Rate) or of any charge or fee (See section 18).
See section 11 for assumptions for total charge for credit and APR.

Allocation of your payments:

Unless you pay the outstanding balance in full we will allocate your payments under this agreement in the following order:

- any cash withdrawal handling fees
- any interest
- any other fees, charges and expenses
- any Payment Protection Insurance
- transferred balances (with the exception of those stated at (f) and (g) below)
- any transactions described in your statement as 'special balance transfers', 'special purchases' or 'special cash withdrawals'
- any other balances that are transferred after the end of the initial period (if any) referred to above under interest
- if at the time of the balance transfer, your agreement has a separate interest rate for the life of balances transferred within an initial period, and all purchases
- cash withdrawals

KEY INFORMATION

Default Charges (all variable) (see sections 11 and 12)

Late or failure to pay charge £20
Returned payment charge £20
Overlimit charge £20
Renewed credit card cheque charge £15.00
Our reasonable court costs and expenses for collection and retrieving cards

Other Charges (all variable)

See Current Amounts of Other Charges and Other Features below and sections 11, 12, 13 and 18 for other charges which may be payable under this agreement.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT: READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.

- The Act also gives you a number of rights:
- You can cancel this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
 - If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash card, you may have a right to sue the supplier, us or both.
 - If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

THEFT LOSS OR MISUSE OF CARD

If your card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us if it is reported to us in your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, and as long as you confirm this in writing within seven days.

YOUR RIGHT TO CANCEL

Once you have signed this agreement you will have a short time in which you can cancel it. We will send you exact details of how and when you can do this.

This is a Credit Agreement regulated by the Consumer Credit Act 1974
Sign it only if you want to be legally bound by its terms.

Signature(s) of Customer(s)

D D/M M/Y Y
26/07/05
Date(s) of signature(s)

Form of Consent

I wish to purchase Optional Capital One Payment Protection Insurance

I understand that I am purchasing the product(s) ticked above on credit provided by you and that the terms relating to the credit for the products can be found at section 14 in this agreement

Your signature(s)

Note: Please indicate if you wish to purchase Optional Capital One Payment Protection Insurance by ticking the box and signing the Form of Consent above.

Your Information and marketing

Important, please read 'Use of your Information' at section 1 which sets out how your information will be used. By signing this agreement, you agree that information about you may be used like this, regardless of whether or not we enter into the agreement. One of the ways your information will be used is to send you information or phone you about other products or services offered by Capital One or other companies. Your name, address and phone number may be given to those other companies for that purpose. If you do not wish to receive marketing information please tick this box

Before signing this agreement:

- Please make sure that all the information you have given us is true and complete.
- Please read the terms and conditions of this agreement and make sure you understand them.
- You may only sign this agreement if you are at least 18 years of age.
- You request us to issue you with a Capital One Credit Card and PIN under this agreement.

Credit scoring

Capital One uses a technique known as 'credit scoring' in deciding whether to open an account in your name and if so, what credit limit you will be given. Capital One will also use this technique throughout the life of this agreement to assess your credit limit and the interest rate and other charges to be applied to your account, all of which may be varied.

Current Amounts of Other Charges and Other Features

A cash withdrawal handling fee 1.5% of amount withdrawn, minimum £2.00
Foreign transaction fee 2.75% of the transaction value

Our signature

Signed on behalf of Capital One Bank (Europe) plc

On

TERMS AND CONDITIONS

- Use of your information: Information given by you will be checked with fraud prevention agencies and if you have given false or inaccurate information and we suspect fraud we will record this. You authorise us to search the files of any credit reference agency for processing your application and to help us manage your account. The credit reference agencies may already be linked to records relating to one or more people with whom you have a financial association. For any searches we make you may be treated as linked to them and you will be assessed with reference to their records. We may also add to your record with credit reference agencies details of how you conduct your account (including defaults). We and other organisations may use and search these records about you and those to whom you are financially linked to:
 - help make decisions about credit and credit related services such as insurance for you or members of your household,
 - trace debtors, recover debt, prevent fraud and to manage your accounts
 - check your identity to prevent money laundering, unless we are satisfied about your identity.Fraud prevention agency records will also be shared with other organisations to manage insurance policies and help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household. The credit reference agencies and fraud prevention agencies will also use the records for statistical analysis about credit and fraud.
We may hold and process, by computer or otherwise, any information we gained about you as a result of this agreement and any other agreements or applications you have made with us or to us. We may also have received information and release it within Capital One Bank (Europe) plc and the Capital One Group (including members of the Capital One Group based in the USA) for the following purposes:
 - to review your account for credit assessment purposes and to assess your credit limit and the interest rate and other charges we should apply to your account,
 - marketing
 - running your account,
 - to help us do research, analyse statistics or formulate credit policies
 - to assist any application for credit or other financial services.We will only refer information about you outside the Capital One Group in the following circumstances: (1) if we are allowed to or have to by law; (2) to allow a licensed credit reference agency to help us and to allow the European Agency for the making of credit decisions; (3) to enable sub-contractors or agents (including those based outside the European Economic Area (EEA)) to process data on our behalf under strict conditions of secrecy and security; (4) to enable insurance companies to use information connected with insurance products that relate or might relate to your account (including for underwriting purposes, placing applications, handling claims and preventing fraud, which could include passing details to other insurers); (5) to enable sub-contractors or agents to help us to pay a fee for that information about you. You have a legal right to access these details. You also have a right to receive a copy of the information we hold about you if you ask us in writing. You will have to pay a fee for that information under this agreement and any other agreements or applications you have made with us or to us. We will make sure that any information referred outside the EEA will have the same level of protection as in the EEA. We may also use information we hold about you to help us send you marketing material or phone you about products or services offered by us and by third parties (including other companies in the Capital One Group) which we believe may interest you. We may also sell or otherwise provide details of your name, address and phone number as part of a marketing list to third parties (including other companies in the Capital One Group) and companies with offices outside the EEA so that they can give you details of products and services you may be interested in. If you do not want to receive marketing information from us or third parties by phone or by mail please write to us at Capital One Bank, PO Box 5285, Nottingham NG2 3PW. We may monitor or record telephone calls for security and staff training purposes.
- Issuing the card and credit card cheques: We will subject to the terms of this agreement, open and maintain a credit card account (account) in your name. We will debit to the account the amount of any balance on the minimum sum of £50 (which you, but not an extra cardholder, ask us to transfer to the account from another financial institution in the United Kingdom (balance transfer), the amount of any transactions and the amount of any interest, fees, costs, charges and expenses you must pay us under this agreement. We will issue a card for you to use under this agreement and a card for each extra cardholder you nominate.
We will also issue a card for each extra cardholder for use with your account. We own all the cards and credit card cheques that we issue and you must return them to us or our authorised agent if we ask for them. Cards may only be used while they are valid (that is, within the period printed on the card). You may only write credit card cheques for an amount not exceeding the credit limit on the card.
While you or an extra cardholder use a card or credit card cheque or you make a balance transfer (with our prior consent) before a payment is received on period under this agreement has expired, you request us to send such money to you by advancing them to you on your behalf, even though you may subsequently cancel the agreement.
- Extra cardholders: If you ask us we may agree to issue a card and PIN to extra cardholders for them to use with your account. We may also give an extra cardholder credit card cheques. You must make sure that each extra cardholder uses the card, credit card cheques and PIN in accordance with the terms of this agreement. You will be responsible for the compliance by extra cardholders with the terms of this agreement and for all transactions extra cardholders make and all amounts incurred by extra cardholders even if they break the conditions of this agreement.
- Credit limit: We will determine the credit limit from time to time under this agreement and tell it to you in writing. Your credit limit and the amount of credit card cheques to be made purchases or cash withdrawals and your first payment under this agreement will be shown on your credit card cheques to be made purchases or cash withdrawals and your first payment under this agreement.