

## **ARGOS BUSINESS ACCOUNT TERMS AND CONDITIONS**

**VALID FROM 24/02/2020**

**THE “ARGOS BUSINESS ACCOUNT” IS OWNED AND OPERATED BY AfB ACCORDING TO THE FOLLOWING**

### **TERMS**

#### **1: Definitions**

AfB means Argos for Business, which is the trading name of Argos Business Solutions Limited (a wholly owned subsidiary of Argos Limited) with company number 3234511;

AfB Registered Office Address means 489-499 Avebury Boulevard, Milton Keynes, MK9 2NW;

Account means the Argos Business Account operated by AfB in respect of which Card(s) are issued under these Terms;

Account Holder means the named individual or legal entity registered on the Account on behalf of the Applicant and issued with a card;

Applicant means the legal entity applying to be an Account Holder;

Card means the Argos Business Account Card issued by AfB for the purchase of Goods and/or Services from Argos Limited Participating Companies in accordance with the provisions of these Terms;

Card Holder means a person issued with a Card and authorised by the Account Holder to use such a Card;

Commercial Terms means any additional standard or negotiated terms between AfB and an Account Holder and set out in a Commercial Terms Document;

Commercial Terms Document means the document provided by AfB setting out the Commercial Terms with the Account Holder;

Credit Insurance means any insurance secured by AfB in respect of an Account;

Credit Limit means the total maximum balance permitted on the Account

Delivery means any agreed method for transporting the Goods comprising an Order from an Argos Limited participating company to or on behalf of an Account Holder;

Goods means the products (including any instalment of the goods or any part of them) which the Account Holder purchases from Argos Limited Participating Companies using a Card;

Argos Limited Participating Companies means Argos Limited or any other Argos Limited participating companies as advised from time to time;

Argos Limited includes Argos Limited and AfB. A full list of companies is available upon request from the Company Secretary, Argos Limited, 489-499 Avebury Boulevard, Central Milton Keynes MK9 2NW;

Order means the Account Holder’s purchase order placed by using the Card through the Argos Limited Participating Companies’ website(s) or in person at Argos Limited Participating Company outlets or by any other agreed methods including by Delivery;

Services means any services to be provided by the Argos Limited Participating Companies to the Account Holder in accordance with the Terms;

Terms means the standard terms and conditions set out in this document, the Commercial Terms Document, Privacy Policy and any other specific terms included on the Card (unless the context otherwise requires);

Vouchers means Argos gift cards or eGift Cards purchased from Argos Limited Participating Companies and which may be redeemed at Argos participating companies or Argos.co.uk for Goods;

Website means the website operated by AfB used by potential clients to apply to become Account Holders subject to these Terms and for Account Holders to do all such other things as the Website may provide for from time to time;

Writing means written or typed communication and email messages.

## **2: Basis of Purchase**

2.1 AfB reserves the right to change these Terms at any time without notice, including, without limitation, amending, altering or terminating the Argos Business Account service and any changes will take effect when posted on the Website at <https://argosforbusiness.co.uk/terms-conditions/>

2.2 AfB reserves the right to amend or cancel Commercial Terms without notice should it be necessary to do so to protect AfB's commercial interests, in particular, without limitation, to prevent abuse of AfB's bulk purchasing policy. AfB will endeavour to give at least 24 hours' notice of changes to Commercial Terms.

2.3 AfB reserves the right to cancel an Order at any time for any reason and without notice.

2.4 Each Order placed shall signify the Account Holder's acceptance of the latest Terms.

2.5 By applying for an Account the Account Holder confirms that it is doing so in the course of business and has authority to bind any business on whose behalf the Account and Card is used. The Account Holder further acknowledges and undertakes that all Card Holders are duly authorised to carry out transactions using a Card on its behalf. The Account Holder further acknowledges that all Cards will be kept secure at all times and accept full responsibility for any and all transactions made using a Card unless and until it is cancelled.

2.6 AfB's employees or agents are not authorised to make any representations concerning the Goods or the Services. By entering into the Terms, the Account Holder acknowledges that it does not rely on, and waives any claim for breach of, any such representation save that nothing shall exclude AfB's liability for fraudulent misrepresentation.

2.7 Goods may not be resold to a third party, commercially or otherwise, without the prior written agreement of AfB.

2.8 By transacting and purchasing Goods from the Argos Limited Participating Companies, Account Holders accept the Goods and/or Services purchased will be subject to the terms and conditions of sale of the aforementioned companies. The products available to purchase from Argos Limited Participating Companies have been selected on the basis of their suitability for the UK domestic market. However, the Account Holder accepts that, as it will be purchasing as a business and not as a consumer, such terms and conditions shall only apply to the extent that they are applicable to business customers. All rights implied by the Sale of Goods Act 1979, the Consumer Rights Act 2015 or other consumer legislation are expressly excluded. In addition, AfB shall not be liable to the

Account Holder for any losses or liabilities resulting from errors or omissions in the sale or purchase of the Goods/Services. Where Account Holders require to return eligible Goods and/or Services, please contact Argos.co.uk. For more information on the terms and conditions of sale, please visit the following links <https://www.argos.co.uk/help/terms-and-conditions>

2.9 Where Goods are Delivered to the Account Holder a Delivery fee may apply. Where Goods are Delivered to a Northern Ireland address a customs declaration may be required. It is the responsibility of the Account Holder to complete all necessary customs declarations for Northern Ireland Delivery where the Delivered Goods cost more than £135 and/or are Delivered using a fast parcel carrier. We reserve the right to cancel any Orders where such customs declarations are not completed by the Account Holder in good time in advance of Delivery.

### **3: Title to Goods**

3.1 Title to Goods shall not pass to the Account Holder until AfB receives payment in full (in cash or cleared funds) for the Goods and all other sums that are due to AfB from the Account Holder.

3.2 Until title to Goods has passed to the Account Holder, the Account Holder shall:

- (a) store those Goods separately from all other goods held by the Account Holder so that they remain readily identifiable as AfB property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Goods;
- (c) maintain those Goods in satisfactory condition and keep them insured on AfB's behalf for their full price against all risks with an insurer that is reasonably acceptable to AfB. The Account Holder shall obtain an endorsement of AfB's interest in the Goods on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Account Holder shall allow AfB to inspect those Goods and the insurance policy; and
- (d) notify AfB immediately if the Account Holder becomes subject to any of the events listed in clause 10.

3.3 If, in breach of clause 2.6 the Account Holder resells the Goods before title to the Goods has passed to the Account Holder or before AfB receives full payment for the Goods, then the Account Holder undertakes to keep the proceeds of the sale in a separate, identifiable account until AfB has been paid in full.

3.4 If before title to Goods passes to the Account Holder and the Account Holder becomes subject to any of the events listed in clauses 5.4, 10 or 11.2 then, without limiting any other right or remedy AfB may have:

- (a) the Account Holder's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) AfB may at any time:

- (i) require the Account Holder to deliver up all Goods in its possession or control; and

3.5 if the Account Holder fails to do so promptly, enter any premises of the Account Holder or of any third party where the relevant Goods are stored to recover them. The Account Holder shall cooperate and not object to AfB or its Participating Companies registering or perfecting (or seeking to do so) any of their security interests in any of the Goods or proceeds of sale of such Goods under this Clause 3.

#### **4: Terms of Payment**

4.1 AfB shall invoice the Account Holder on a weekly basis. Each invoice will show the amount due and owing for the purchase of Goods/Services in the preceding week. The prices shown will be gross of VAT.

4.2 Payment is within the agreed timescales set out in the Commercial Terms Document. The due date for payment will be clearly stated on each invoice.

4.3 If the Account Holder fails to make payment within the agreed timescales, AfB shall be entitled to:

(a) terminate the Terms and any pending or delivered Orders for which payment is due; (b) withdraw the Account Holder's entitlement to any discount set out in the Commercial Terms Document whereupon the full price of the Goods/Services ordered and/or invoiced shall become immediately payable; and/or

(c) charge interest on the amount outstanding at the rate of 4% (four per cent) per annum above Barclays Bank plc base rate until payment in full is recovered.

(d) AfB may additionally, at its sole discretion, refuse acceptance of future orders until the Account is up to date.

4.4 All queries on invoices received must be notified to AfB's credit control department by calling 0345 604 6401; or emailing [ABSCreditControlAdmin@argos.co.uk](mailto:ABSCreditControlAdmin@argos.co.uk) or in writing to AfB Credit Control Department, 16th Floor, Arndale House, Manchester, M4 3AL within 14 (fourteen) days of the invoice date.

#### **5: Application for Accounts**

5.1 Applications for an Account shall be made by the Applicant. The Applicant must complete and submit an online application provided by AfB. Applications shall not be accepted unless and until acceptance is confirmed by AfB in Writing.

5.2 AfB reserves the right at its absolute discretion to request banking references from Applicants and to refuse applications or grant applications for less than the amount of credit requested. We may take account of unsatisfactory references or other credit checks undertaken by AfB or any duly appointed third parties.

5.3 AfB carries out credit checking in order to ensure its exposure to bad debt is protected. By agreeing to the Terms, the Applicant and/or Account Holder confirms that AfB or a third party nominated by AfB may undertake credit reference agency searches relating to their Application or their Account. The credit search will place a "footprint" on an individual director, partner or equivalent and/or the firm, company, partnership or other organisation's credit file whether or not the application for a credit account is accepted by AfB. The record of the search may be seen by other organisations when applying for credit in the future. In addition, the credit search will cover the credit files of directors, owners, partners, or equivalent in respect of the Account Holder. These enquiry searches will be seen by other organisations if any director, owner, partner or equivalent applies for credit in the future.

5.4 In the event that Credit Insurance (where in place) in respect of the Account Holder is withdrawn or reduced, AfB may choose to immediately suspend the Account and Card facilities and/or terminate immediately (without notice) such Account.

## **6: Use of the Card**

Following acceptance of the completed application form, and completion of a satisfactory financial search of the Applicant, an Account will be opened. The Account Holder shall be issued with a Card or Cards.

6.1 Cards shall be valid for the purchase of Goods/Services up to the maximum aggregate Credit Limit placed on the Account.

6.2 Cards remain the property of AfB and do not confer any right to receive Goods or Services.

6.3 AfB reserves the right in its absolute discretion to refuse to authorise a transaction made with a Card.

6.4 AfB may suspend or restrict the right of all or any Account Holders to use their Card and may cancel the Card at any time at their sole discretion without notice.

6.5 The Account Holder shall notify AfB at the AfB Registered Office Address of any change of name, address or commercial status of the Account Holder.

6.6 If an Account Holder wishes to remove a Card Holder from its Account it must cancel their Card by contacting us by email or by phone. See clause 7.2 for contact details. The Account Holder remains liable for any transactions made using the Card until AfB has confirmed to the Account Holder in writing that the Card has been cancelled. Cancelled Cards must be destroyed immediately by the Card Holder or Account Holder. Any cancelled Card presented in connection with any transaction for Goods shall be retained.

6.7 A sales invoice shall be issued to the Account Holder for any Goods/Services already obtained by the Cardholder prior to such cancellation.

6.8 Cancellation of a Card or termination of these Terms shall be without prejudice to the Account Holder's liability in respect of such Card.

## **7: Loss, Theft or Misuse of the Card**

7.1 Damaged or faulty Card(s) shall be replaced on receipt of the Card(s) by AfB.

7.2 If any Card is lost, stolen, misused (including, without limitation, unauthorised use or unauthorised possession as a result of any person in possession of a Card having ceased to be an authorised Account Holder or Card Holder) or otherwise no longer in the possession of the Account Holder, the Account Holder shall immediately notify AfB in Writing or by phone, with subsequent confirmation in writing. Please use the following contact details for card cancellation: Phone 0345 605 4380 or email:

ABS.Implementation@argos.co.uk

On receipt of the above notification, AfB will cancel the Card and will confirm the cancellation in writing. Notification from the Card Holder will be deemed received by AfB only during normal working hours. Normal working hours are Monday to Friday, 9am to 5pm inclusive, excluding Bank and other statutory holidays. Where written notice is given by the Account Holder outside normal working hours, it will be deemed to be received by AfB on the next available working day.

7.3 The Account Holder shall indemnify AfB against all claims, costs and expenses incurred by AfB arising from theft, loss or misuse of the Card, whether fraudulent or not, or occurring as a result of any breach by the Account Holder of these Terms up to and including such time as the Account Holder has been sent written notification from AfB that the Card has been cancelled.

7.4 The Account Holder shall give AfB any and all information in its possession about the circumstances of any loss, theft or misuse and take all reasonable steps to assist AfB recover the relevant Card including notifying the police to obtain a crime reference number or lost property number. AfB shall be entitled to provide any information received from the Account Holder or in its possession (including any Personal Data relevant to the loss, theft or misuse) to the relevant authorities or any other third parties for the purpose of investigating any loss, theft or misuse and by accepting these Terms the Account Holder consents to such use of their data and/or Personal Data.

The Account Holder agrees that all Card Holders must read and acknowledge the AfB Privacy Policy.

## **8: Warranties and Liability**

8.1 Neither party excludes or limits its liability under the Terms for death or personal injury caused by negligence or for any liability which cannot be excluded at law.

8.2 Neither party shall be liable for any loss of profits, business, revenue, anticipated profits, goodwill or reputation, economic loss or any special, indirect or consequential loss.

8.3 Subject to clause 8.2, the entire liability of AfB to the Account Holder for any loss or damage (whether in contract, tort or otherwise) under or in connection with the Terms shall not exceed the amount paid for the Goods and Services for any one cause or series of connected causes.

## **9: Intellectual Property**

9.1 The Account Holder is not authorised to use any of Argos Limited's intellectual property rights without

prior consent in Writing from AfB.

## **10: Insolvency of the Client**

10.1 AfB may terminate the Terms with immediate effect if the Account Holder

(a) makes any voluntary arrangement with its creditors;

(b) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

(c) has a receiver or administrator appointed;

(d) is unable to pay its debts (within the meaning of s.123 Insolvency Act 1986);

(e) goes into liquidation (except for the purpose of amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Account Holder under the Terms); or

(f) is subject to a bankruptcy order or equivalent situation.

## **11: Bulk Purchases**

11.1 Account Holders accept that AfB will protect its commercial interests.

11.2 AfB may terminate Account access where they have reasonable grounds to believe, without limitation, that Account Holders are bulk purchasing Goods during promotions, bulk purchasing Goods during commercially sensitive periods, or purchasing Gift Cards, eGift Cards or Vouchers with large values to facilitate bulk purchasing of low margin products for subsequent sale.

11.3 AfB may restrict the availability of products to ensure availability for all Argos Limited customers.

From time to time we may place maximum limits on the purchase of product ranges or individual Goods by Account Holders. These limits may apply to all Account Holders or to individual Account Holders at our sole discretion.

11.4 The Account Holder agrees not to engage in bulk purchasing transactions and to actively monitor Card activity to identify extraordinary transactions. The Account Holder shall immediately indemnify us in full against all loss (including direct and indirect loss of profit and direct loss) costs, damages, charges, which may be incurred by AfB as a result of non-compliance with this Bulk Purchase Policy.

## **12: Notice, General Law etc.**

12.1 AfB reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or any part of any of its rights or obligations under the Terms or any related contract to any third party (including a member of the Argos Limited Participating Group or the J Sainsbury plc Group).

12.2 Any notice required or permitted to be given to the respective parties to the other under the Terms shall be in Writing addressed to the other party's registered office or principal place of business which for AfB is the AfB Registered Office Address.

12.3 No delay or failure by AfB to exercise any powers, rights or remedies under the Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. For any waiver to be effective it must be in writing and signed by an authorised representative of AfB.

12.4 If any provision of the Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected thereby.

12.5 The Terms shall be governed by the laws of England and any dispute will be resolved exclusively in the courts of England.

12.6 Where applicable both parties shall handle all personal data they receive pursuant to the Terms in accordance with the terms of the General Data Protection Regulations as amended from time to time.

The Account Holder shall use any personal data obtained from AfB solely for the purposes of fulfilling its contractual obligations to AfB. Please see AfB's privacy policy at

<https://argosforbusiness.co.uk/privacy-cookie-policy/> for further details of how AfB will process personal data.

12.7 The Account Holder will not, without the prior agreement in writing of AfB, disclose the content of the Terms, Commercial Terms, or the business practices of either party.

### **13: Data Processing**

13.1 AfB will at all times provide an adequate level of protection for the Personal Data processed, in accordance with the requirements of GDPR. Please see AfB's privacy policy at <https://argosforbusiness.co.uk/privacy-cookie-policy/> for further details of how AfB will process personal data.

13.2 AfB's liability to the Account Holder in respect of any costs, expenses, losses, damages or other liabilities arising out of or in connection with the breach of this Agreement to process Personal Data (whether by AfB or by any persons used by AfB shall be limited to the lower of £50,000 or the aggregate invoice value by the Account Holder to AfB in the previous 12 months.)

13.3 Details of data processing:

(a) Subject matter: The subject matter of the data processing is the Services provided from AfB to Account Holders

(b) Duration: The duration of the data processing under this Agreement is until the termination of the Agreement

(c) Purpose: The purpose of the data processing is the provision of the Services to You and the performance of Our obligation under the Agreement

(d) Categories of data subjects: Account Holders and Card Holders

(e) Types of Personal Data: Names, addresses, phone numbers, email addresses

(f) Sensitive Personal Data: N/A