

## Argos for Business – Reward Account Terms and Conditions (the "Terms")

Please read this Agreement carefully. It represents the Terms and Conditions between You and Argos Business Solutions Limited for the use of the Reward Account service.

The principle of these Terms is that as the gift card is a proprietary payment mechanic of Argos the contract in entirety should be based on a Partnership whereby the use, distribution, and commercials are designed to be utilised for gifting and payment purposes that support the consumer and Us (ie used for intended purposes to the ultimate benefit of Us and the customer).

### **Background**

- (A) Argos for Business ("**AfB**") is the trading name of Argos Business Solutions Limited. AfB supplies a range of Gift Cards, Goods and related employee and client incentive services to businesses. Full details of the Gift Cards and Goods available can be found by visiting the AfB Website.
- (B) These Reward Account Terms and Conditions apply to the supply of both Gift Cards and Goods. There are specific Gift Card and Goods Terms which are incorporated into these Terms as applicable.
- (C) These Reward Account Terms and Conditions apply to clients whether dealing with AfB through the AfB Website or Client management Platform, by telephone, in person, whether by cash, trade credit, separate Business Account or otherwise to the exclusion of all other terms.
- (D) Argos Business Solutions Limited reserves the right, at their absolute discretion, to update and/or revise these Terms and Conditions for, without limitation, regulatory or HMRC compliance purposes, or any other reason at any time and without notice.

### **1. Definitions**

1.1 In these Terms:

"**AfB Website**" means <http://argosforbusiness.co.uk>

"**Commercial Terms Document**" ("**CTD**") or "**Client Control Document**" ("**CCD**") – means the document provided by Us setting out the commercial terms with You;

"**General Data Protection Regulation**" ("**GDPR**") means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"**Gift Cards**" means any of, the Argos Gift Cards or Argos eGift Cards.

"**Gift Card Terms**" means the additional terms and conditions relevant to orders of Gift Cards that are incorporated into these Terms;

"**Goods**" means the additional terms and conditions relevant to orders of Goods that are incorporated into these Terms;

"**Intellectual Property Rights**" means patents, trademarks, service marks, trade names, goodwill, registered designs, design rights, semiconductor topography rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise), inventions, formulae, confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;

**"Order"** – means Your order for Products, however the order is placed;

**"Personal Data"** has the meaning set out in the General Data Protection Regulation or any replacement United Kingdom equivalent and relates only to personal data, or any part of such personal data, of which You are the Data Controller and that is Processed by Argos for Business in connection with the provision of the Services including the information described in clause 11 (Data Processing);

**"Products"** – means the Goods (including third party vouchers) or Gift Cards which We supply to You in accordance with the Terms;

**"Sainsbury's"** – means J Sainsbury plc and the direct and indirect subsidiaries of J Sainsbury plc including Argos Limited;

**"Terms"** means the Reward Account Terms and Conditions set out in this document (including Background paragraphs A), B) and C) and Your CCD or Commercial Terms Document, Gift Card Terms or Goods Terms as applicable and any special terms agreed and signed by authorised representatives of both parties;

**"We", "Us" or "Our" "AfB" or "Argos for Business"** means Argos Business Solutions Limited (a subsidiary of Argos Limited);

**"You", or "Your"** means the person, company, partnership or other organisation who order Products in accordance with these Terms.

## 2. Basis of Purchase

- 2.1 To place an order with Us, You must apply for an AfB account at <https://argosforbusiness.co.uk>. You must accept these Terms and Conditions, [Our Privacy Policy](#) and any CCD Terms We provide to You. By registering, You confirm that the details provided by You on registration or at any time are correct or complete. You must inform us immediately of any changes to the information You provided when registering by updating Your account details. You agree that participation is personal to You and You will not loan, hire or otherwise allow any third party to participate using Your registration details. You agree that all Orders, howsoever arising, purporting to originate from your AfB account will be paid for by You in accordance with clause 5. Your registration details are processed on our secure server. The server has been security and penetration tested to ensure the highest level of security.
- 2.2 We reserve the right to accept or refuse AfB account applications and Orders at our sole discretion. We may suspend or terminate Your account at any time if We suspect misuse. If We suspect fraud We will use our best endeavours to support You to achieve a resolution. We will use all reasonable efforts to contact You but may suspend Your account to mitigate loss. If We have reasonable grounds to believe there is a deliberate attempt to defraud Us then We may remove Your account and notify the police.
- 2.3 We may perform a credit check before accepting Your application.
- 2.4 By placing an Order with Us, You confirm that You are doing so in the course of business and have authority to bind any business on whose behalf You place an Order.
- 2.5 These Terms apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 An Order constitutes an Offer by You to purchase the Products in accordance with the Terms. Your Order shall only be deemed to be accepted on despatch of the Products by Us, at which point a contract shall come into existence.
- 2.7 Products may not be resold to a third party without prior agreement from Us.

- 2.8 Products may not be resold to consumers at a price below the face value of a Gift Card unless expressly agreed in writing by Us. Where We give such approval, We reserve the right to withdraw it without notice.
- 2.9 Where We agree Your AfB account is suitable to use Our Application Programme Interface ("API") service, You agree that You will comply with Our API requirements.
- 2.10
- 2.11 We reserve the right to change the Terms and any changes will take effect when posted onto the AfB Website or reissued Commercial Terms Document at the following address: <https://argosforbusiness.co.uk/terms-and-conditions/>. Each Order You place with Us will signify Your acceptance of our latest Terms.

### **3. Orders and Specifications**

- 3.1 You are responsible for ensuring the accuracy of the details You provide in Your AfB account application, the CCD and/or Order and/or Commercial Terms Document. You must provide Us with any necessary information relating to the Order within a sufficient time to enable Us to honour Your Order in accordance with the Terms. We shall not be liable for any losses or liabilities resulting from errors or omissions in the information provided by You.
- 3.2 Any samples, descriptive matter or advertising issued by Us and any descriptions of the Products contained in our Catalogues, brochures or Websites ([argosforbusiness.co.uk](https://argosforbusiness.co.uk) and [argos.co.uk](https://argos.co.uk)) are issued for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the terms.
- 3.3 We reserve the right to supply substitute Products:
- (a) in order to comply with any applicable law; (b) due to the unavailability of any supply of Products; or (c) for any other reason outside Our reasonable control.
- Products provided may vary in any way that does not materially affect the specification, quality or performance of the Products ordered.
- 3.4 We reserve the right to delay the acceptance of Orders for, and/or the dispatch of, any products due to:
- (a) the unavailability of supply of any Products; or
  - (b) the withdrawal or reduction of any credit insurance We may have granted to You; or
  - (c) the placing of an Order of a value which, if processed, would exceed the credit limit granted to You by Us; or
  - (d) the non-payment of debt due to Us by You in respect of any Orders.
- 3.5 You may cancel any Goods Order You have placed with Us with written agreement from one of Our authorised representatives and on terms that You shall indemnify Us in full should the cancellation result in Us incurring costs, damages, charges or expenses.
- 3.6 You may cancel Gift Card orders only in accordance with our Gift Card Terms and Conditions.

### **4. Pricing and Invoicing**

- 4.1 Pricing and invoicing terms will be specified in Your CCD or Commercial Terms Document for the Goods, Gift Cards or services You are buying and in the Gift Card Terms, Goods or Services Terms as applicable. The prices for Goods and Services shown in Our catalogues, brochures or Website are as stated. Gift Cards will be charged at face value less any discount agreed in Your CCD or Commercial Terms Document.
- 4.2 If there are any additional costs for any Products, We will let You know prior to registration or completion of Your Order.

### **5. Terms of Payment**

- 5.1 Our standard payment terms are 30 (thirty) days unless otherwise agreed and set out in Your Commercial Terms Document or CCD.

- 5.2 If We offer You a credit account, You will be permitted to use the account up to the agreed limit. If We allow You to exceed Your credit limit You agree to reimburse Us.
- 5.3 If You fail to make payment We shall be entitled to:
- (a) terminate the Terms and any or all Orders from You or suspend any deliveries to You;
  - (b) withdraw Your entitlement to any discount whereupon the full price of the Products ordered shall become immediately payable; and/or
  - (c) charge You 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 received.
- 5.4 Payments by You and any credits or refunds due will be applied first in payment of any interest due, and secondly in reduction of Your debt.
- 5.5 All queries on invoices received must be notified to Our credit control department by calling 0345 604 6401, or emailing [abscreditcontroladmin@argos.co.uk](mailto:abscreditcontroladmin@argos.co.uk), or in writing to Sainsbury's Argos Ltd, AFB Receivables Team, 16th Floor Arndale House, Manchester, M4 3AL within 14 (fourteen) days of the invoice date.

## **6. Limitation of Liability**

- 6.1 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.
- 6.2 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.
- 6.3 The parties agree that the financial liability of either party to the other arising in connection with the Terms and/or the performance or non-performance of the Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £50,000 (fifty thousand pounds sterling) (other than in respect of non-payment for Products purchased which shall be limited to the amount unpaid and any interest due).
- 6.4 The parties agree that the limitation contained in clause 6.3 represents the parties' agreement based on the level of risk assumed by Us under the Terms.
- 6.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979, implied by sections 3 – 5 of the Supply of Goods and Services Act 1982, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and any terms implied by the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from the Terms.

## **7. Intellectual Property**

- 7.1 You shall not be authorised to use any of Sainsbury's, Argos Limited's or Our Intellectual Property Rights without receiving prior consent in writing from Us to do so.

## **8. Insolvency of You**

- 8.1 We may terminate the Terms if You:
- (a) make any voluntary arrangement with Your creditors;
  - (b) become subject to an administration order (within the meaning of the Insolvency Act 1986);
  - (c) have a receiver or administrator appointed;
  - (d) are unable to pay Your debts (within the meaning of s123 Insolvency Act 1986);
  - (e) go 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 You under the Terms); or
  - (f) are subject to a bankruptcy order or equivalent situation.

## **9. Bulk Purchases**

- a. We may terminate this Agreement upon [30] days written notice where We have reasonable grounds to believe that Gift Cards have been loaded with large values to enable bulk purchasing of low margin products for a commercial purpose from the Retailer.

- b. We may refuse to accept Gift Cards from a Customer Group on reasonable notice.
- c. You shall take all reasonable steps to ensure that Gift Cards are not used to make bulk purchases of products from Us. You shall review Gift Cards transactions from customers for redemptions within Argos Limited of £3,000 or more on a single card, in a single transaction or multiple transactions in a 12 month period.
- d. You will actively monitor such extraordinary transactions and regularly (monthly) report to Us such exceptions. You 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 Us as a result of Gift Cards being used to bulk-buy products for a commercial purpose.
- e. We may extend this list of prohibited activities without notice at any time.

## 10. Data Processing

If we process Personal Data for You We will:

- 10.1 Ensure that Our employees are subject to legally binding obligations of confidentiality.
- 10.2 Maintain records of processing activities outlined in accordance with Article 30 of the General Data Protection Regulation ("GDPR").
- 10.3 Implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss or, destruction of, or damage, taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data.
- 10.4 Notify You promptly if We suffer a data security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- 10.5 Implement appropriate technical and organisational measures to ensure that processing of Personal Data carried out in connection with this Agreement meets the requirements of the GDPR and ensures protection of the rights of individuals under the GDPR.
- 10.6 Assist You in complying with the obligations set out in Articles 32 to 36 (inclusive) of the GDPR taking into account the nature of the data processing undertaken by Us and the information available to Us.
- 10.7 Notify You promptly in writing if any instructions of Yours relating to the processing of Personal Data are unlawful.
- 10.8 Not engage sub-processors to process Personal Data on Our behalf without your consent to such sub-processing save that We shall be entitled to appoint third parties as general suppliers of technology and services, provided that such third parties do not carry out specific processing activities on behalf of You. We will: (i) enter into a written agreement with each sub-processor imposing data protection terms that require the sub-processor to protect the Personal Data to the standard required by the GDPR and (ii) remain responsible for its compliance with the obligations of this Agreement and for any acts or omissions of the sub-processor that cause Us to breach any of Our data protection obligations.
- 10.9 Not transfer any Personal Data we are processing for You outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and services to Us. We will at all times provide an adequate level of protection for the Personal Data processed, in accordance with the requirements of GDPR.
- 10.10 On termination or expiry of this Agreement, at Your choice securely delete or return all Personal Data to You.

- 10.11 Our liability to You in respect of any costs, expenses, losses, damages or other liabilities arising out of or in connection with the breach of this Agreement (whether by AfB or by any persons used by Us to process Personal Data shall be limited to the fees paid by You to Us in the previous 12 months.

Details of data processing

Subject matter: The subject matter of the data processing is the Services provided to You by Us

Duration: The duration of the data processing under this Agreement is until the termination of the Agreement.

Purpose: The purpose of the data processing is the provision of the Services to You and the performance of Our obligations under the Agreement.

Categories of data subjects: Your customers

Types of Personal Data: Names, addresses, phone numbers, email addresses

Sensitive Personal Data: N/A

## 11. Notice, General Law etc.

- 11.1 We reserve the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of Our rights or obligations under the Terms or any related contract to any third party (including a member of Sainsbury's).
- 11.2 We will not be liable or responsible for any failure to perform, or delay in performance of any of Our obligations caused by events outside Our reasonable control (Force Majeure Event).
- 11.3 Any notice required or permitted to be given by either party 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 Us is: Argos Business Solutions Limited, Avebury, 489-499 Avebury Boulevard, Milton Keynes, MK9 2NW and for You is the address stated in the Commercial Terms Document or CCD.
- 11.4 No delay or failure by Us 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 Us.
- 11.5 If any provision of the Terms are 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 provisions in question shall not be affected thereby.
- 11.6 The Terms shall be governed by the laws of England and any dispute between Us and You will be resolved exclusively in the courts of England.
- 11.7 You will not, without prior agreement in writing from Us, disclose the content of the Terms or the business practices of either party.
- 11.8 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Us shall be subject to correction without any liability on the part of Us.
- 11.9 These Terms constitute the entire agreement between the parties and supersede any previous agreement or understanding, course of dealing or trade custom. All other terms and conditions whether such terms are supplied by You or otherwise, whether express or implied by statute, are excluded to the fullest extent permitted by law.

- 11.10 Unless otherwise agreed in writing and subject to clause 11.11 below, either party may terminate the Agreement at any time by giving not less than (30) thirty days' notice in writing to the other party.
- 11.11 We reserve the right to terminate this Agreement by giving not less than (14) fourteen days' notice in writing to You where we are able to demonstrate that the business relationship between You and Us is commercially loss making or detrimental to our business.
- 11.12 You may not assign or sub-contract any of Your rights or obligation under the Terms to any third party unless agreed upon in writing by Us.
- 11.13 The Terms do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except (a) Sainsbury's or Argos Limited shall have the right to enforce any rights or benefits under the Terms; (b) Sainsbury's or Argos Limited shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in the Terms; (c) a person who is a permitted successor or assignee of the rights or benefits of the Terms may enforce such rights or benefits; (d) no consent from the persons referred to in this clause 11.13 is required for the parties to vary or rescind the Terms (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).
- 11.14 In the event of conflict of the Terms the order of precedence is: the Commercial Terms Document, CCD, Standard Terms, Gift Card Terms and Goods Terms as applicable.
- 11.15 You shall at all times comply with all applicable laws, regulation and codes relating to anti-bribery, anti-corruption and modern slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.

Date August 2018

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