

Argos Business Account Terms and Conditions

Updated 14th May 2018.

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 Home Retail Group) 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 Cards are issued under these Terms;

Account Holder means a person, partnership, company or other organisation registered on the Account and issued with a Card;

Card means the Argos Business Account Card issued by AfB for the purchase of Goods and/or Services from Home Retail 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 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;

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

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

Home Retail Group included Argos Limited and AfB. A full list of companies are available upon request from the Company Secretary, Home Retail Group, 489 – 499 Avebury Boulevard, Central Milton Keynes, MK9 2NW;

Order means the Account Holder’s purchase order placed by using the Card through the Home Retail Participating Companies’ website or in person at Home Retail Participating Company outlets or by any other agreed methods;

Services mean any services to be provided by the Home Retail Participating Companies to the Account Holder in accordance with the Terms’

Terms mean 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 content otherwise requires);

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 the Terms and any changes will take effect when posted on the Website at <http://argosforbusiness.co.uk/account-terms/> Each Order placed shall signify the Account Holders acceptance of the latest Terms.
- 2.2 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 and 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.
- 2.3 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.
- 2.4 Goods may not be resold to a third party without prior agreement from AfB
- 2.5 By transacting and purchasing Goods from the Home Retail Participating Companies, Account Holders accept that the Goods and/or Services purchased will be subject to the terms and conditions of sale of the aforementioned companies. 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. In addition AfB shall not be liable to the Account Holder for any losses or liabilities resulting from errors or omissions in the sale of purchase of the Goods/Services. For more information on the terms and conditions of sale, please visit the following links:
<https://www.argos.co.uk/help/terms-and-conditions/>

3. Terms of Payment

- 3.1 AfB shall invoice the Account Holder weekly for the amount due and owing for the purchase of Goods/Services in the preceding week.

- 3.2 Payment is within the agreed timescales set out in the Commercial Terms Document.
- 3.3 If the Account Holder fails to make payment AfB shall be entitled to (a) terminate the Terms and any Orders for which payment is due; (b) withdraw the Account Holders' entitlement to any discount set out in the Commercial Terms Document whereupon the full price of the Goods/Services ordered 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.
- 3.4 All queries on invoices received must be notified to AfB's credit control department by calling 0345 604 6401; option 3 or emailing abs.creditcontrol@argos.co.uk, or in writing to AfB Credit Control Department, 489 – 499 Avebury Boulevard, Saxon Gate West, Milton Keynes, MK9 2NW within 14 (fourteen) days of the invoice date.

4. Application for Accounts

- 4.1 Applications for an Account shall be made by the Account Holder completing and submitting an application (either in writing or online) provided by AfB. Applications shall not be accepted unless and until acceptance is confirmed by AfB in Writing.
- 4.2 AfB reserves the right at its absolute discretion to request banking references from potential Account Holders and to refuse applications or to grant applications for less than the amount of credit requested due to receipt of unsatisfactory reference of other credit checks undertaken by AfB or any duly appointed third parties.
- 4.3 AfB carries out credit checking in order to ensure that its exposure to bad debt is protected. By agreeing to the Terms, the Account Holder confirms that it agrees to AfB or a third party nominated by AfB to undertake a credit reference agency search. The credit search will place a "footprint" on an individual director, partner or equivalent and/or the firm, company, partnership or other organisations 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.
- 4.4 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.

5. Use of the Card.

- 5.1 Cards shall be issued to the Account Holder on (a) acceptance of the completed application form and (b) completion of a satisfactory financial search of the Account Holder.
- 5.2 Cards shall be valid for the purchase of Goods/Services up to the maximum aggregated Credit Limit placed on the Account.
- 5.3 Cards remain the property of AfB and do not confer any right to receive Goods or Services.
- 5.4 AfB reserves the right in its absolute discretion to refuse to authorise a transaction made with a Card.
- 5.5 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.
- 5.6 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.
- 5.7 Cancelled Cards must be destroyed immediately by the Card Holder or Account Holder. Any cancelled Card presenting in connection with any transaction for Goods shall be retained.
- 5.8 In the event the Card is cancelled for whatever reason either by the Account holder or AfB under this Clause 5, the Account Holder shall be liable for all purchases of Goods/Services made with such Card prior to receipt of the cancelled Card by AfB and a sales invoice shall be issued for any Goods/Services already obtained by the Cardholder prior to such cancellation.
- 5.9 Cancellation of a Card or termination of these Terms shall be without prejudice to the Account Holders liability in respect of such Card.

6. Loss, Theft or Misuse of the Card.

- 6.1 Damaged or faulty Card(s) shall be replaced on receipt of the Card(s) by AfB.
- 6.2 If any Card is lost, stolen, misused (including unauthorised possession as a result of any person in possession of a Card having ceased to be an authorised Account Holder) or otherwise no longer in the possession of the Account Holder, the Account Holder shall immediately notify AfB in Writing or by phone. Notwithstanding the foregoing, where notification is received before or during normal working hours, the notification date shall be the date on which AfB received the aforesaid written notification and where notification is received after normal working hours have ended, the notification date shall be the following working day after the date on which AfB receives the aforesaid written notification.

- 6.3 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, prior to the notification above or occurring as a result of any breach by the Account Holder of these Terms.
- 6.4 The Account Holder shall give AfB the information in its possession as to the circumstances of the loss, theft or misuse and take all reasonable steps to assist AfB to recover the relevant Card including notifying the police in respect of such loss of theft so as 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 Personal Data) 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.

7. Warranties and Liability

- 7.1 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.
- 7.2 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.
- 7.3 Subject to the clause 7.2, 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.

8. Intellectual Property

- 8.1 The Account Holder is not authorised to use any of Home Retail Groups intellectual property rights without receiving prior consent in Writing from AfB to do so.

9. Insolvency of the Client

- 9.1 AfB may terminate the Terms 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 impose on the Account holder under the Terms); or (f) is subject to bankruptcy order or equivalent situation.

10. Bulk Purchases

- a. AfB may terminate the terms upon [30] days written notice where we have reasonable grounds to believe that Vouchers have been loaded with large values to enable bulk purchasing of low margin products for a commercial purpose from the Account Holder.
- b. AfB may refuse to accept Vouchers from a Customer Group on reasonable notice.
- c. The Account Holder shall take all reasonable steps to ensure that Vouchers are not used to make bulk purchases of products from us. The Account Holder shall review Voucher 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. The Account Holder will actively monitor such extraordinary transactions and regularly (monthly) report to us such exceptions. 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 us as a result of Vouchers being used to bulk buy products for a commercial purpose.

11. Notice, General Law etc.

- 11.1 AfB reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under the Terms or any related contract to any third party (including a member of the Home Retail Group).
- 11.2 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 in the AfB Registered Office Address.
- 11.3 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 is must be in writing and signed by an authorised representative of AfB.
- 11.4 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.

- 11.5 The Terms shall be governed by the laws of England and any dispute will be resolved exclusively in the courts of England.
- 11.6 The Account Holder will not, without the prior agreement in Writing of AfB, disclose the content of the Terms or the business practices of either party.
- 11.7 The Terms constitute the entire agreement between the parties and supersede any previous agreement or understanding. All other terms and conditions whether such terms are supplied by the Account Holder or otherwise, whether express or implied by statute, are excluded to the fullest extent permitted by law.
- 11.8 Unless otherwise agreed in Writing, either party may terminate the Terms at any time by giving not less than 30 days' (including weekends and bank holidays) notice in writing to the other party and thereafter the Account Holder shall settle all remaining sums due on the Account and return all the Cards issued under the Account to the AfB Registered Office Address.
- 11.9 The Account Holder may not assign or sub-contract any of its rights or obligations under the Terms to any third party unless agreed upon in Writing by AfB.
- 11.10 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 U.K. Contracts (Rights of Third Parties) Act 1999) except:
- (a) Home Retail Group shall have the right to enforce any rights or benefits under the Terms;
 - (b) Home Retail Group 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 person referred to in this clause 10.2 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).
 - (e)
- 11.11 The Account Holder shall at all times comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption including by not limited to the Bribery Act 2010.

12. Data Processing

- 12.1 Ensure that any of Our employees are subject to legally binding obligations of confidentiality.
- 12.2 Maintain records of processing activities outlined in accordance with Article 30 of the General Data Protection Regulation (GDPR)

- 12.3 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 hard that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Notify You promptly in writing if any instructions of Yours relating to the processing of personal data are unlawful.
- 12.8 Not engage sub-processor 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 causes Us to breach any of Our data protection obligations.
- 12.9 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
- 12.10 On termination or expiry of this Agreement, at Your choice securely delete or return all Personal Data to You.
- 12.11 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.)

12.12 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 obligation under the Agreement.
- **Categories of data subjects:** Your customers
- **Types of Personal Data:** Names, addresses, phone numbers, email addresses
- **Sensitive Personal Data:** N/A