

Terms and Conditions

Website Terms and Conditions

This online catalogue is operated by Argos Business Solutions Limited (referred to as "Argos/we/our/us"). As a user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below and our Privacy Policy. Please:

- read through these terms and conditions carefully before using this website
- print a copy for future reference.
- also read our Privacy Policy section regarding your personal information.

1. Ordering Terms and Conditions

1.1 We will endeavour to deliver within 14 working days of receiving your order.

1.2 We want you to be happy with everything you order from us. If however you do receive a damaged or faulty item, please contact us and we will arrange for its replacement or repair free of charge. If your item subsequently becomes faulty, please let us know and we will offer a solution consistent with your statutory rights, which remain unaffected.

1.3 Occasionally it may be necessary to substitute the item ordered with an alternative item. This will be of equal or higher specification but may differ from the original in colour, make & design.

1.4 Items may be shown larger or smaller than the actual size. The contents shown with any item are not included unless specified. Batteries are not supplied with electrical appliances unless stated otherwise. Some items may need home assembly. Installation costs are not included.

1.5 For any orders placed for cycles, furniture, TV's over 20", large sports equipment or white goods, you will be contacted for delivery to be arranged.

1.6 If more detailed information is required than provided, please contact the product information line on 0870 241 0342. Lines are open from 8.00 a.m. to 8.00 p.m. Monday to Friday and between 9.00 a.m. and 5.00 p.m. on Saturday and Sunday. Calls may be monitored for training purposes and are charged at national rates.

1.7 You statutory rights remain unaffected by the above.

1.8 Under the Distance Selling Regulations you have the right to cancel your order at any time for a full refund. This does not apply to audio/visual

recordings or software that you have unsealed, perishable goods e.g. food, flowers and periodicals/magazines. To cancel contact your scheme administrator within 7 days of receiving your item(s) quoting your order number. You must take reasonable care of the item(s) and must not use them. We will arrange collection free of charge. You may cancel an order for services in the same way, within 7 days of the date of purchase, unless the services begin soon. You may not cancel accommodation, transport or leisure services which occur on a specific date. Note: the Distance Selling Regulations do not apply to Financial and Insurance Services.

1.9 All items can be delivered to UK mainland and Northern Ireland addresses but we are unable to deliver to the Channel Islands or outside the United Kingdom.

2. Intellectual Property

2.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

2.2 You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

3. Liability and Indemnity

3.1 Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

3.2 Argos will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website Argos will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and Argos accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

3.3 Other than as expressly provided in these terms and conditions with respect to specific products and except for the exclusive remedies set out at

Section 5 above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

3.4 Argos will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or loss of goodwill or reputation; or consequential, special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

3.5 Notwithstanding the above, subject to Section 7.1 Argos' aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

3.6 We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

4. Miscellaneous Provisions

4.1 The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.

4.2 Unless otherwise stated, we have selected our products on the basis that they will be used for domestic use only, if you are planning to use them for business purposes please make sure that you are covered by appropriate insurance.

4.3 Argos shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

4.4 To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources,

nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

4.5 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by Argos.

4.6 Argos 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 these terms and conditions or any related contract to any third party.

4.7 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

4.8 These terms and conditions 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) the Argos Retail Group (as defined below) shall have the right to enforce any rights or benefits under these terms and conditions;
- b) the Argos 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 these terms and conditions;
- c) a person who is a permitted successor or assignee under Section 8.8 above of the rights or benefits of these terms and conditions may enforce such rights or benefits.
- d) No consent from the persons referred to in Section 8.9 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).

4.9 No delay or failure by Argos to exercise any powers, rights or remedies under these terms and conditions 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. Any waiver to be effective must be in writing and signed by an authorised representative of Argos.

4.10 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and Argos relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and Argos for your use of this website

5. Argos Reward Points

5.1 Argos Reward Points is the name of the reward scheme for the Travelodge Business Account Card.

5.2 Travelodge Hotels Ltd reserves the right to amend or withdraw the Argos Reward Points scheme with one month's written notice by email. Points will expire at the end of this notice period.

5.3 You must ensure that by opting into the Argos Reward Points scheme you are complying with your employer's purchasing policies and procedures.

5.4 Please note that selected awards are deemed as a Benefit In Kind by the Inland Revenue. It is your responsibility to declare the Benefit In Kind on your annual Tax Return – Travelodge Hotels Ltd is required to maintain a register which the Inland Revenue reserve the right to inspect for all Benefits In Kind issued to participants.

5.5 For points earned from a room booking on your Travelodge Business Account Card, the stay must be completed in order to qualify for the reward. Cancelled bookings will not be eligible.

5.6 Points earned from purchasing food and beverage at a Travelodge Bar Café (using your Travelodge Business Account Card), will be attributed to your Argos Reward Points account on the date they were earned.

5.7 For every £10 spent on the Travelodge Business Account Card, your Argos Reward Points account will be credited with 1 point.

5.8 Under the terms of the scheme, Travel Agents selling room bookings to third parties are not eligible for earning Argos Reward Points.

5.9 Points have a 12 month expiry date.

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VAT Number 145899025

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