

# IMPORTANT CARDHOLDER INFORMATION



**CARD**

## TERMS AND CONDITIONS

**29.9% APR variable and  
39.9% APR variable**



Please keep this document in a safe place for future reference

# IMPORTANT CARDHOLDER INFORMATION



## CARD

# TERMS AND CONDITIONS

## 29.9% APR variable



Please keep this document in a safe place for future reference

## Credit Card Agreement regulated by the Consumer Credit Act 1974

This is an agreement between us, Home Retail Group Card Services Limited, Avebury, 489-499 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 2NW ("us, we, our") and you ("you, your").

The Credit Intermediary is Argos Limited, Avebury, 489-499 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 2NW

### Using your Card (how credit is provided to you)

This is a store card credit agreement which provides running-account credit. Your card can be used to make purchases in pounds sterling up to the credit limit we set, from Argos Limited and any selected other retailers that we tell you about from time to time. You cannot use this card for any other means, including withdrawing cash from an ATM, making purchases in any other retailers or transferring balances from other cards. This agreement has no fixed duration and will continue until terminated by you or us in line with further conditions 7 or 10 of this agreement.

We will tell you what your credit limit is when we send you your card, and it will also be set out on your statements. We can change your credit limit at any time, subject to and as described in further condition 1 of this agreement, and we will let you know about any change. You can start to use your card as soon as you receive it from us, in accordance with the terms of this agreement.

### Purchase interest rates

The standard interest rate under this agreement is the interest rate applicable to Normal Credit – this is referred to as the "**Normal Credit Rate**" throughout this agreement. During this agreement, we may change the Normal Credit Rate in accordance with further condition 9. Purchases made using your card will be made on Normal Credit unless we offer you one of the Payment Plans listed below.

### Conditions applicable to Normal Credit

<b>Normal Credit</b>	<b>Interest Rate:</b> 29.9% per annum (variable). Purchases on Normal Credit will not be charged interest if repaid by your next monthly payment date (and the total Normal Credit balance on your previous statement has been cleared by the payment date). If it's not repaid, interest will be charged at the Normal Credit Rate from the date of purchase until you repay the balance in full. Interest is calculated on a daily basis from the date of the purchase until you repay us. It will be added to your Normal Credit balance each month on the statement date. This means you may pay interest on interest.	A minimum payment must be made each month (see "Your minimum monthly contractual payments" below).
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### The Payment Plans offered

If we offer you a Payment Plan for a particular purchase, we will tell you the applicable interest rate (if different from the Normal Credit Rate) and the time period for which it applies (Plan Period).

**The interest rate and Payment Plan conditions will cease to apply to that Payment Plan in the following circumstances:**

- 1. at the end of the Plan Period; or**
- 2. if we end the Payment Plan early due to missed payments, as detailed in further condition 4.1 of this agreement;**  
**or**
- 3. if we end this agreement under further condition 7.1.**

**In any of the above cases, any Payment Plan balances you have will move to your Normal Credit balance.**

If any Payment Plan balance is moved to Normal Credit, interest will accrue at the Normal Credit Rate until all outstanding balances have been repaid.

## Table of Payment Plans

From 1st August 2018, the only Payment Plan available for purchases is the Buy Now, Pay Later Plan (as detailed below).

Type of Plan	How interest is calculated	Plan conditions
<b>Buy Now, Pay Later Plan (BNPL Plan)</b>	<p>If you repay the balance of this Plan in full before the end of the Buy Now, Pay Later Period (the BNPL Plan Period), no interest will be charged.</p> <p><b>If you do not repay the balance of this Plan in full by the end of the BNPL Plan Period, interest will be charged daily on the balance of the Plan at the Normal Credit Rate (29.9% per annum interest (variable)), backdated to the date of the original BNPL purchase. We refer to this as "Deferred Interest".</b></p> <p>In the event that you have not paid off the balance in full <b>at the end of the BNPL Plan Period, we will:</b></p> <ul style="list-style-type: none"> <li>· move the outstanding balance into Normal Credit,</li> <li>· add any Deferred Interest into Normal Credit as a lump sum. Once added the Normal Credit Rate will apply to it, meaning you will pay interest on interest.</li> </ul> <p>The amount of Deferred Interest at the end of a BNPL Plan Period will be used to calculate part of your minimum monthly contractual payments by dividing it by the same number of months as the BNPL Plan Period (the "DI Portion"). The DI Portion will then be added to your minimum monthly contractual payment each month for the same number of months.</p>	<p>No minimum payment is required during the BNPL Plan Period, however you can make payments if you choose to.</p> <p>If you do choose to make any payments towards your BNPL during the BNPL Plan Period without clearing the balance in full by the end of the Plan, the amount of Deferred Interest charged will depend on the timing <b>and</b> the amount of any payments made. The sooner any payments are made after the date of the original BNPL purchase, the less Deferred Interest you will have to pay.</p>

Type of Plan	How interest is calculated	Plan conditions
<b>Interest Free Plan (IF Plan)</b>	<p>0% per annum (fixed) on purchases under the IF Plan for the fixed period of the IF Plan (IF Plan Period).</p>	<p>The IF Plan must be repaid by making equal monthly repayments over the IF Plan Period. We will tell you about the amount of your scheduled instalment in your monthly statement.</p> <p><b>If you do not pay the full monthly IF Plan instalment which makes up part of your minimum monthly contractual payment, the amount of the unpaid instalment will be moved to your Normal Credit balance to which the Normal Credit Rate applies.</b></p>

Type of Plan	How interest is calculated	Plan conditions
<b>Fixed Payment Plan (FP Plan)</b>	<p>We will tell you the interest rate and period applicable to purchases made under the FP Plan before you make the purchase. The interest rate will be fixed during the term of the FP Plan and charged from the date of the purchase.</p>	<p>The FP Plan must be repaid by making equal monthly repayments over a fixed period. We will tell you about the amount of your scheduled instalment in your monthly statement.</p> <p><b>If you do not pay the full monthly FP Plan instalment which makes up part of your minimum monthly contractual payment, the amount of the unpaid instalment will be moved to your Normal Credit balance to which the Normal Credit Rate applies.</b></p>

### Conditions applicable to your account

#### Your minimum monthly contractual payments

#### Up to 31<sup>st</sup> October 2018 the following clause will apply:

You must make a minimum payment each month unless your purchases are all on Buy Now, Pay Later Plans and the Buy Now, Pay Later Plan Period has not come to an end.

The minimum monthly payment requested will be the total of:

- (a) the specified monthly payments for your Interest Free Plans and Fixed Payment Plans; plus
- (b) for each other Plan that you have, the higher of:
  - (i) 3.2% of the total amount owing that month on those Plans, or
  - (ii) £5, or
  - (iii) the total amount of interest added to your account in relation to all Plans other than Buy Now, Pay Later Plans since your last statement plus 1% of the remaining balance;
- (c) a proportionate amount of any interest that has been added to your account in relation to a Buy Now, Pay Later Plan at the end of the Buy Now, Pay Later Period. This is calculated by dividing the amount of interest added to the account at the end of the Buy Now, Pay Later Period by the number of months in the Buy Now, Pay Later Period;

(d) the amount of any charges incurred by you for breaking this agreement; and

(e) the amount of any insurance added to your account that month.

Your monthly statements will tell you when you must make your repayments which will be at least 25 days after the statement date. The minimum monthly payment must reach your account by the date shown on your statement. You can make more than the minimum monthly payment or clear the balance of your account at any time. If you receive a refund to your account after your statement date you must still pay the minimum monthly payment. The minimum monthly payment does not include the amount of any arrears on your account. You must pay the arrears in addition to the minimum monthly payment shown on your statement.

**From 1<sup>st</sup> November 2018 the following clause will apply:**

You must make a minimum monthly contractual payment on your account each month by the date shown in your statement which will be at least 25 days after the date of that statement, unless you only have a BNPL within its Plan Period on your account. The minimum monthly contractual payment will be the higher of (1) £5 (or the full balance if less than £5) or (2) the total of:

(a) the amount of any interest, fees or charges added to your account since the date of your last statement (excluding Deferred Interest or interest on a FP Plan); plus

(b) any specified monthly scheduled instalments for your IF Plan or FP Plan; plus

(c) 1% of the remaining Normal Credit balance, excluding any DI Portions for future months; plus

(d) the amount of any DI Portion due that month.

You can pay more than the minimum monthly contractual payment or clear the balance on your account at any time. Your statement shows the ways that you can make payments to us, including by Direct Debit.

**Please be aware that if you continuously only make the minimum monthly contractual payment every month, it will take you longer and cost you more to clear your balance. Please contact us if you are having repayment difficulties.**

If you receive a refund to your account after your statement date you must still pay the minimum monthly contractual payment.

The minimum monthly contractual payment does not include the amount of any arrears on your account. You must pay the arrears in addition to the minimum monthly contractual payment shown on your statement.

Payments must be made in pounds sterling and from a UK based bank.

If you only have a BNPL Plan on your account, you will only have to make a first payment at the end of the BNPL Plan Period but you can make earlier payments at any time.

**How we allocate your payments**

**Up to 31<sup>st</sup> October 2018 the following clause will apply:**

We will apply payments to your account in the following way:

(a) if your payment is exactly equal to the remaining balance on your Normal Plan and you do not have any Interest Free Plans or Fixed Payment Plans for which a monthly payment is required, we will apply your payment to repay the Normal Plan in full;

(b) in other cases, we will apply payments to your account in the following order:

(i) first any amount up to the amount of the minimum payment will be allocated as follows:

1) in repayment of the monthly payment required by any Fixed Payment Plan you have;

2) then, in repayment of the monthly payment required by any Interest Free Plan you have;

3) then, the minimum payment due on the Normal Plan will be allocated first to insurance premiums and interest (in that order) before being used to reduce the remaining outstanding balance on the Normal Plan; and then to charges or fees;

4) finally, in repayment of the monthly payment required by any other Special Plans you have;

(ii) then, any payment you make that exceeds the minimum payment will be allocated as follows:

1) first, in repayment of any Buy Now, Pay Later Plan which will expire by the date of your next statement;

2) then, in repayment of your Normal Plan;

3) then, in repayment of any other Buy Now, Pay Later Plans;

4) then in repayment of any Fixed Payment Plans;

5) then in repayment of any Interest Free Plans;

6) then, in repayment of any other Special Plans you have; and

7) finally, in repayment of any amounts that have been added to your account since the previous statement date.

In each case, where you have two or more Plans in the same category, the Plans will be repaid in the order in which they are due to expire, starting with the Plan that is closest to expiry. If a particular Special Plan is repaid in a different order, we will tell you before you make a purchase using the Special Plan. We will apply payments in a different way if you specifically tell us to for a particular payment, as long as this does not result in you breaching the terms of this agreement or failing to pay the minimum amounts you owe on each Plan.

**From 1<sup>st</sup> November 2018 the following clause will apply:**

If you do not pay off the full outstanding balance on your account in a month, any payments made by you will be applied to your account (including any overdue Payment Plan balances) by firstly clearing the:

- (a) Monthly scheduled instalment due under any FP Plan; and then
- (b) Monthly scheduled instalment due under any IF Plan; and then
- (c) full amount of any BNPL Plan due to expire before the end of your next statement period.

We will then use any additional amount you have paid to first pay off balances to which the highest rate of interest applies on (i) to (v) below, followed by the balances at the next highest interest rate and so on. Where (i) to (v) are at the same rate of interest, balances will be paid off in the following order:

- (i) Interest; and then
- (ii) Outstanding balance of Normal Credit including any missed scheduled FP Plan(s) and IF Plan(s) monthly scheduled instalments; and then
- (iii) Charges and/or fees; and then
- (iv) Any outstanding balances on the other Payment Plans in the order of BNPL Plan(s), FP Plan(s) and any IF Plan(s); and then
- (v) Any other amounts that have been added to your account since the previous statement date

Where you have two or more BNPL Plans due to expire after your next statement period, these will be repaid in the order in which they are due to expire, starting with the BNPL Plan that is due to expire first.

You are required to make at least your minimum monthly contractual payment as detailed in your statement and this will be applied to your account in the order stated above. If you wish to make any additional specific payments you can ask us to direct these in a specific way to meet your needs.

If you pay more than the monthly scheduled instalment due on an IF Plan or a FP Plan, the remaining minimum payments will remain the same but the length of the Plan Period and/or the final minimum payment due on the Plan will be reduced as a result of the overpayment.

**Our Fees and Charges**

We may charge:

- £12 if you do not make your minimum monthly contractual payment on time;
- £12 if you exceed your credit limit;
- £12 for a returned payment, for example, a failed Direct Debit.

The above charges are referred to in this agreement as 'Default Charges'.

We may also charge you:

- reasonable costs for enforcing the agreement, including any loss, costs or expenses that may be incurred in collecting money owed under this agreement;
- £5 for sending you a copy statement.

If you do not pay any fees and/or charges when they are due, interest will be applied on them at the Normal Credit Rate.

**The APR and Total Amount Payable**

The APR for this agreement is 29.9% (variable).

For the purposes of calculating the APR (Annual Percentage Rate) we've used the following assumptions:

- You and we both keep to the terms of this agreement.
- The interest rate and, where applicable, any charges don't change.
- Interest is charged at the Normal Credit Rate for purchases. We've not used any Payment Plan rates for the purposes of the calculation.
- You make one purchase of £1,200 immediately and you repay this amount over one year by 12 equal monthly payments of capital.
- You pay interest applied with each monthly payment. As an example to help you understand the cost of borrowing under this agreement, if you used your card to make a purchase of £1,200 at the start of the agreement and you repaid that amount by 12 equal monthly payments together with interest charges accrued for each month at the Normal Credit Rate for purchases set out in the Conditions applicable to Normal Credit, the total amount payable would be £1,372.32, based on the assumptions above.

## Your right to withdraw

You have a right to withdraw from this agreement, without giving a reason, by contacting us at Home Retail Group Card Services, Thynne Street, Bolton BL11 1AS or calling us on 03456 400 700.

The right to withdraw begins the day after the day on which you receive your card and lasts for 14 days. Once you have exercised your right to withdraw, if you have used your card, we will tell you how to repay the balance and you must repay the balance, plus any interest on it calculated up to the day you repay, without delay and in any event within 30 days from the day after you gave us notice to withdraw.

You can ask us to tell you how much interest will be payable each day until you repay us and we will tell you without delay. You can repay us by calling us with your debit card details, through My Argos Card website and App, or by instructing your bank to make payments to us.

After the 14 day withdrawal period has expired, you can also end the agreement at any time as described in further condition 7.

## Missing payments

If you fail to pay any amounts when due under this agreement, we will have the right to end this agreement as described in further condition 7, and/or to take action to recover all outstanding amounts under this agreement, or to instruct a third party to take such action on our behalf.

Missing payments could have severe consequences including making credit more difficult to obtain in the future. We may take legal action against you if payments are not made. If that action is successful, we may apply to the courts to enforce that judgment.

## Complaints

If you have a complaint about anything to do with this agreement, please contact us. Our complaints procedure is set out at the end of this agreement.

## Further Conditions

### 1 Your Credit Limit

- 1.1 We will set a credit limit for your account and tell you what it is when we send you your card. We may change your credit limit at any time and will let you know about any changes by giving you 30 days' notice in accordance with further condition 9.4. You can ask us to increase your credit limit or for a lower credit limit at any time. You can also tell us that you do not want us to increase your credit limit, either in the future or in relation to a specific increase we have told you we will be making.
- 1.2 After reviewing your account, we may decide to reduce your credit limit without you asking us to do so. We may give you prior notice of this although there may be circumstances where we may do this without prior notice. If we do, we will write to you afterwards to let you know that we have reduced your credit limit and to confirm the new amount.
- 1.3 You must not exceed your credit limit. If you do, you must immediately repay us any amounts over your credit limit. We may refuse a transaction if it would result in you exceeding your credit limit. You may incur a charge if you exceed your credit limit – 'Our Fees and Charges' section above explains this.

### 2 Your Account

- 2.1 If your application for an account is successful, we will open an account in your name and send you a card. References in this agreement to '**your card**' include any additional cards issued on your account. References to a '**cardholder**' in this agreement mean you and any additional cardholder.
- 2.2 We will tell you if your account is eligible to have an additional cardholder. If it is eligible, you can ask us to also send a card to an additional cardholder who you tell us about, as long as they are eligible for a card. You and any additional cardholders may use your card and card details for purchases up to your credit limit. Your card and card details form part of your account and you will be responsible for their use in accordance with this agreement, including repaying us for any use of your card or card details by an additional cardholder. You can at any time ask us to cancel any additional card but you remain responsible for its use until it is destroyed and you have repaid all amounts you owe us in connection with its use.
- 2.3 We will charge to your account any amounts which cardholders spend using your card or card details on goods and services (purchases), and any other amounts you must pay under this agreement. Purchases may be made in store, online or over the telephone. When you make a purchase using your card, we will add it to the account on the day we receive the purchase details from the retailer. We will explain in advance how cardholders can authorise purchases. In store, this will include signing a receipt at checkout. Online or over the telephone, you will need to give your card details together with additional security details. You will be responsible for all purchases which you or any additional cardholder authorises, whatever the manner of such authorisation.
- 2.4 We may refuse to approve a purchase, block further purchases on your account or otherwise suspend, restrict or terminate your right to draw credit at any time by cancelling or suspending your card if:
  - (a) we consider it necessary to protect the security of your card or account;
  - (b) we consider it necessary to prevent fraud or unauthorised use of your card or account;
  - (c) we consider that there is a significantly increased risk that you will be unable to repay us;
  - (d) the amount of the transaction would cause your account to go over your credit limit;
  - (e) we have reasonable grounds to believe that you are (or an additional cardholder is) acting in breach of this agreement;

(f) we are required or obliged to do so by law, a court or regulator or because of another duty which applies to us; or

(g) we or you have served notice to terminate this agreement in accordance with further conditions 7 or 10.

If we do this, you can call 03456 400 700 to find out why, and if we have cancelled or suspended your card you can request that we reactivate your card. However we may not be able to comply if we are unable to do so due to our legal or regulatory obligations.

2.5 Where interest is charged, it will be added to your account each month on the statement date until you repay us in full and it will be calculated on a daily basis:

(a) from the date of the purchase for purchases of items on Normal Credit (note that for a BNPL Plan interest accrues over the BNPL Plan Period but does not become payable unless you do not fully pay off the full purchase price by the end of the BNPL Plan Period);

(b) from the date other amounts you must pay under this agreement are added to your account; and

(c) from no earlier than 29 days after the date we give you notice as required by law for Default Charges.

This means you may pay interest on interest (this will not apply in relation to interest on Default Charges). Interest will be charged before and after any court judgment.

2.6 When you make a payment, we will credit it to the account on the day we receive cleared funds.

2.7 If the individual cost of any item of goods or services that you pay for using your card is more than £100 but not more than £30,000, then you may have a claim against the supplier of the goods or services, us or both if the item or service is not supplied, only supplied in part (if relevant), unsatisfactory, or does not match the description given by the supplier.

2.8 As your account is a lending product, it should not have a positive balance. If your account has a positive balance, we will tell you and request that it is cleared. You can clear a positive balance by making purchases with your card or you can call us on 03456 400 700 to arrange a payment to you. If you fail to clear a positive balance within a reasonable time of being requested to do so, we may suspend your use of your card or end this agreement in accordance with further condition 7.

2.9 When we open your account you will be able to access the My Argos Card website and download our My Argos Card App. Subject to the terms and conditions of My Argos Card website and/or App, you will be able to use these to view your balances, see your statements and update your contact information. You will be required to set up security details for each of the My Argos Card website and App. You must keep all security details in connection with your account strictly confidential, and you must take care not to disclose them to anyone else, or use the My Argos Card website or App in such a way that third parties would be able to see, access or obtain your security details.

2.10 Please be aware that while we take reasonable care to ensure the completeness, accuracy and integrity of the information displayed on each of the My Argos Card website and App, the information is only a reproduction of the information held on our systems at the relevant time or, where information is received from a third party, an accurate reproduction of the information received by us from that third party, at the relevant time.

2.11 If you view your account balance, any available credit displayed at the time of viewing will not necessarily be available in full for your use at that time. The balance shown may not take into account any debits, credits or other transactions in respect of your account that have not yet cleared through the relevant systems.

2.12 Please check the information about you and your account displayed via the My Argos Card website and App carefully. You must contact us as soon as reasonably possible if you do not agree with any transaction on your account, or if you know or suspect that any information displayed is incorrect.

### **3 Your card**

3.1 We may replace your card and change your account details at any time.

3.2 Cards may only be used by the person named on them. Cardholders must sign their card as soon as they receive it and follow any reasonable instructions we give about using your card, card details, passwords and keeping them safe. You and any additional cardholder must not give your card or card details to anyone else.

3.3 Your card will be valid until the expiry date noted on the front of the card, unless this agreement ends before then, or we suspend or terminate your card in accordance with the provisions of this agreement. Cardholders must only use their card or card details whilst your card is valid.

3.4 If a cardholder does not use a card for a period (determined at our reasonable discretion) or no longer meets our lending criteria, we may choose not to issue a replacement when it expires.

3.5 Your card remains our property and can be recalled by us at any time.

3.6 We will not be liable if any shop or other outlet refuses to accept your card for any reason.



## **4 Your Payment Plans**

- 4.1 Any Payment Plan may come to an end early if you miss two consecutive minimum monthly contractual payments or if we end this agreement under further condition 7.1.
- 4.2 If we end a BNPL Plan under further condition 4.1 or end this agreement under further condition 7.1, any balance under a BNPL Plan will be moved to Normal Credit and Deferred Interest will be added to that balance as a lump sum (i.e. interest back-dated to the date of the original purchase). Interest at the Normal Credit Rate will then be charged on this combined balance until outstanding amounts have been repaid in full.
- 4.3 If we end any Payment Plan (other than a BNPL Plan) under further condition 4.1 or if we end this agreement under further condition 7.1, any Payment Plan other than a BNPL Plan will end and the outstanding balance will move to Normal Credit and be charged interest at the Normal Credit Rate from that date until the outstanding amounts have been repaid in full.
- 4.4 For a BNPL Plan, we will remind you in the month before it ends that the BNPL Plan is coming to an end. Where relevant, we will also tell you the amount you have to pay, and the date by which payment must reach us, to avoid Deferred Interest being added to your Normal Credit balance.
- 4.5 Each Payment Plan you have will form part of the total balance shown on your statement. If you repay by Direct Debit, and select "full repayment" rather than "minimum repayment", this balance will be cleared completely each month. In this case you will not be able to take advantage of the Plan Periods that apply. You can also arrange a fixed amount Direct Debit. To ask for either of these options, call 03456 400 700.

## **5 Loss or misuse of your card**

- 5.1 You must contact us immediately if you, or any additional cardholder, lose your card or if it is stolen or if a card has or could be misused. We recommend you do this by telephone on **03456 400 700 but you can also write to us to tell us at Home Retail Group Card Services Limited, Thynne Street, Bolton BL11 1AS**. We will provide a replacement card as soon as possible after receiving your call.
- 5.2 Unless you have acted fraudulently, you will not be liable for more than £50 of our loss which arises from any use of your, or your additional cardholder's card by any unauthorised person, i.e. a person other than you or any authorised cardholder, as long as you have contacted us in accordance with further condition 5.1. However you will be liable without limit for any loss we suffer from use of your card by anyone who acquired possession of your card or your card details with your consent.
- 5.3 Without asking you or any additional cardholder, we may give the appropriate authorities any information we consider relevant about the loss, theft or misuse of your card. If you find your card after reporting it lost, stolen or misused, you must destroy it.

## **6 Statements**

- 6.1 We will normally send you a monthly statement, unless there have been no payments into or out of the account during that monthly period and the balance is nil.
- 6.2 You can change your statement date by asking us. A change to your statement date will result in a change to your payment date. Your statement will show when your next monthly payment is due. We may limit the amount of times you can change your statement date.
- 6.3 You should check your statement each month. You must tell us straightaway if you do not agree with any transaction on your statement.

## **7 Ending this agreement**

### **How we can end this agreement**

- 7.1 We will give you the notice that we are required by law to give you to end this agreement (which may be immediate). We may end this agreement for any of the following reasons:
- 7.1.1 if you fail to pay us any sums which have become due;
  - 7.1.2 if we consider that there has been illegal or fraudulent activity on your account;
  - 7.1.3 if you have told us something misleading or false;
  - 7.1.4 if we believe you've broken this agreement repeatedly and/or in a significant way;
  - 7.1.5 if you are no longer resident in the United Kingdom;
  - 7.1.6 if you die; or
  - 7.1.7 if you enter (or are looking to enter) into an individual voluntary arrangement or enter (or are looking to enter) into any other arrangement with your creditors, or an application is made for a provisional insolvency order against you, or a bankruptcy petition is made against you, or we think that one is going to be made, or your property is taken into trust for the benefit of your creditors.
- 7.2 If we end this agreement, your credit records may also be affected in a way that makes it more difficult or expensive to get further credit. After we have sent you the notices which the law requires, we may start legal proceedings against you to recover what you owe to us or will ask your executor or trustees to pay the full amount you owe us. If we obtain a judgment, we may apply to the Court to enforce payment of it, for example, out of your income or by securing a charging order against your home. We may also sell the debt and the buyer may follow a similar process to recover the debt.

## **How you can end this agreement**

- 7.3 You may tell us that you want to end this agreement at any time without charge by contacting us in writing or by calling us. We will tell you how to repay all outstanding balances. The agreement will end when you have repaid all outstanding balances, unless terminated earlier by us under further condition 7.1.
- 7.4 If we or you end this agreement pursuant to this condition or further condition 10, you must destroy your card and any additional cardholder's cards. You must continue to make any required payments until you have repaid all amounts you owe us, including interest.
- 7.5 Once this agreement has ended, the full balance will become immediately due and payable. Our right to interest survives termination of the agreement. Interest will therefore continue to be charged on balances at the Normal Credit Rate until all monies are repaid, including following any court judgment.

## **8 Correspondence (including notices) and change of details**

- 8.1 Unless you ask us not to, or we are not permitted to do so by law, we will send you any correspondence about your account, including your monthly statements and any notices we are required to give you, by email to the email address you give us. Unless you ask us not to, we may also send alerts and other communications by text message to the mobile phone number you give us. If you ask us to send any communications by paper, or we are required to do so, we will send such communications to the most recent address you have provided to us.
- 8.2 You must tell us at once if you or any additional cardholder change your or their name, or you change your address or contact details (including your email address and telephone number), or if you make your payments to us by Direct Debit and you change the bank or building society from which you make your payments.
- 8.3 Any notice you give us must be in writing and sent to **Home Retail Group Card Services Limited, Thynne Street, Bolton BL11 1AS**. A notice will only be treated as being given when we actually receive it.

## **9 Changes to your interest rate and other changes to this agreement**

- 9.1 We may change the interest rate or the charges or add new charges for any valid reason set out below:
- 9.1.1 because we are offering you a promotional interest rate as part of a Payment Plan;
  - 9.1.2 to take account of changes in the cost of providing this service to you or to reflect the cost of any system or product development or to ensure that we operate our business profitably and soundly;
  - 9.1.3 to reflect a change in the Bank of England base rate;
  - 9.1.4 to reflect changes to the law, regulations, codes of practice or the way we are regulated; or
  - 9.1.5 to reflect our assessment of the risk associated with your borrowing based upon behaviour or information obtained from Credit Reference Agencies.
- 9.2 If we lower your interest rates, we may let you know before the change takes effect. If we increase any of the interest rates or charges that we charge under this agreement we'll tell you at least two months before making the change. The new rates or charges will apply to purchases and to your outstanding Normal Credit and BNPL Plan balances from the date the rate changes (which will be stated in our notice to you) but will not affect the rate on any of your other Payment Plans unless we tell you that it does. You may notify us before the change takes effect that you want to close your account and repay your balance at the existing interest rate. If you do this, you must stop making any purchases, destroy all cards and continue to comply with the terms of any Payment Plans or Normal Credit on which there is a balance outstanding.
- 9.3 We may change and add to the other terms of this agreement if we reasonably believe that it is in your best interests to do so, or to respond to:
- 9.3.1 changes or predicted changes in legal or other regulatory requirements, industry guidance or codes of practice, a decision made by, or requirement of a court or Ombudsman, regulator or similar body;
  - 9.3.2 errors that have been identified from an administrative or systems perspective;
  - 9.3.3 changes in technology or new innovations;
  - 9.3.4 changes to our systems or card schemes;
  - 9.3.5 changes to our services (including to add or remove services) or how we operate; or
  - 9.3.6 us taking over, taking control or buying another financial services business or organisation offering similar services or we are taken over or our business is bought by another bank or organisation offering similar services and the change will allow us to use the best systems available for managing similar accounts generally to allow our customers and customers of the other organisation to be treated in a similar way.
- 9.4 We will give you at least 30 days' advance notice of all other changes to the terms, unless the change is to your advantage, in which case we will give you notice but may make the change more quickly.

## **10 If you do not use your account**

We may end this agreement and close your account (by providing two months' written notice), cancel or suspend your right to use your account and/or reduce your credit limit if it has been dormant, meaning there have been no purchases or a zero balance for at least 6 months.

### **11 Our rights of set-off**

If we owe you any money we will be entitled to deduct it from any money you owe us under this agreement.

### **12 Relaxing terms of agreement**

If we allow you more time to make a payment or otherwise choose not to exercise any rights we have under this agreement, including suspending, reducing, waiving or cancelling any interest, fees or charges we are entitled to charge under this agreement, this will not prevent us from taking action in the future.

### **13 Date of agreement**

This agreement will only become binding on us when it is signed on our behalf, whether with our name or with some other mark.

### **14 Assignment**

14.1 You may not transfer any of your rights or duties under this agreement.

14.2 We may transfer any or all of our rights or duties under this agreement to another organisation (including organisations outside the European Economic Area). If we do this, we may let them have any information about you and any additional cardholder. We may also arrange for any other person to carry out our rights or duties under this agreement. Your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

### **15 Additional Benefits**

We may from time to time at our discretion offer cardholders additional benefits and services and may withdraw any of these they have chosen after giving them reasonable written notice. Any such benefits and services will not form part of this agreement.

### **16 General**

16.1 We shall not be liable if we are unable to perform our obligations under this agreement due (directly or indirectly) to circumstances or events arising outside of our reasonable control including the failure of any machine, data processing system or transmission link.

16.2 If this agreement or any part of it becomes invalid because it is found to be unfair, unenforceable or for any other reason, the remaining parts of the agreement will remain fully valid.

16.3 This agreement is governed by the laws of England and Wales and any matters relating to this agreement will be referred to the courts of England and Wales. If you live in Scotland or Northern Ireland, Scottish law or Northern Irish law (as appropriate) applies to this agreement and any matters will be referred to the courts in Scotland or Northern Ireland as appropriate.

16.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to give any party, other than you and us (and other members of the Sainsbury's Group), any rights or benefits under this agreement unless we transfer our rights and obligations under this agreement.

16.5 We will supply these terms and conditions and any other information or communication during this agreement in English.

16.6 We may give details of this agreement and any information we hold in connection with it, for example the total amount outstanding and the payment history, to anyone else if:

16.6.1 the law says we must;

16.6.2 we have a public duty to do so (this includes giving information to the police if we think it will help them prevent or detect crime);

16.6.3 it is necessary to protect our interests;

16.6.4 we are discussing transferring the agreement; or

16.6.5 you have given us permission to do so.

16.7 We may monitor and record phone calls to or from us (or on our behalf). We may do this to check any instructions you give us over the phone, and to help train our staff.

Home Retail Group Card Services Limited, registered office, Avebury, 489–499 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 2NW (registered in England and Wales, no. 04007072) is regulated by the Financial Conduct Authority (Register no. 716148).

The Financial Conduct Authority, 12 Endeavour Square (12ES), Stratford, London is the supervisory authority for consumer credit under the Consumer Credit Act 1974.

### **Data Protection**

We (Home Retail Group Card Services Limited) are owned by Sainsbury's Bank and both companies are part of the Sainsbury's Group, which also includes Argos and Nectar. We will keep any information you have provided to us confidential but you agree that we may share this information with the Sainsbury's Group. Please see our Privacy Policy (found on our website at

<https://www.argos.co.uk/help/privacy-policy/>) for more detail about the companies that make up the Sainsbury's Group and about how we use your information.

## **Our Complaints Procedure**

If you wish to make a complaint you can do so by making contact through any of the channels listed here:

- Telephone: 03456 400 700
- Email: [CustomerCare@homeretailgroup.com](mailto:CustomerCare@homeretailgroup.com)
- Write to us at: Home Retail Group Card Services Limited, Thynne Street, Bolton, BL11 1AS

We will aim to resolve your complaint within 3 working days. Where we are unable to do so we will keep you informed of the progress of your complaint until we have resolved it.

If we are unable to resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service by writing to them at Exchange Tower, London, E14 9SR, calling 0300 123 9123 or 0800 023 4567, or emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). If you require any further information you can visit [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/)

The Ombudsman offers a free independent service, but before they look at your complaint, they will ask you to give us the opportunity to put things right for you.

In addition, if you entered into this agreement online or by telephone, you can also refer this matter to the European Online Dispute Resolution portal. For more information about Online Dispute Resolution please visit [https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint\\_en](https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint_en)

We can provide documents in large print, Braille or on audio, call us on 03456 400 700 to arrange this.

# IMPORTANT CARDHOLDER INFORMATION



**CARD**

## TERMS AND CONDITIONS

**39.9% APR variable**



Please keep this document in a safe place for future reference

## Credit Card Agreement regulated by the Consumer Credit Act 1974

This is an agreement between us, Home Retail Group Card Services Limited, Avebury, 489-499 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 2NW ("us, we, our") and you ("you, your").

The Credit Intermediary is Argos Limited, Avebury, 489-499 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 2NW

### Using your Card (how credit is provided to you)

This is a store card credit agreement which provides running-account credit. Your card can be used to make purchases in pounds sterling up to the credit limit we set, from Argos Limited and any selected other retailers that we tell you about from time to time. You cannot use this card for any other means, including withdrawing cash from an ATM, making purchases in any other retailers or transferring balances from other cards. This agreement has no fixed duration and will continue until terminated by you or us in line with further conditions 7 or 10 of this agreement.

We will tell you what your credit limit is when we send you your card, and it will also be set out on your statements. We can change your credit limit at any time, subject to and as described in further condition 1 of this agreement, and we will let you know about any change. You can start to use your card as soon as you receive it from us, in accordance with the terms of this agreement.

### Purchase interest rates

The standard interest rate under this agreement is the interest rate applicable to Normal Credit – this is referred to as the "**Normal Credit Rate**" throughout this agreement. During this agreement, we may change the Normal Credit Rate in accordance with further condition 9. Purchases made using your card will be made on Normal Credit unless we offer you one of the Payment Plans listed below.

### Conditions applicable to Normal Credit

<b>Normal Credit</b>	<b>Interest Rate:</b> 39.9% per annum (variable). Purchases on Normal Credit will not be charged interest if repaid by your next monthly payment date (and the total Normal Credit balance on your previous statement has been cleared by the payment date). If it's not repaid, interest will be charged at the Normal Credit Rate from the date of purchase until you repay the balance in full. Interest is calculated on a daily basis from the date of the purchase until you repay us. It will be added to your Normal Credit balance each month on the statement date. This means you may pay interest on interest.	A minimum payment must be made each month (see "Your minimum monthly contractual payments" below).
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### The Payment Plans offered

If we offer you a Payment Plan for a particular purchase, we will tell you the applicable interest rate (if different from the Normal Credit Rate) and the time period for which it applies (Plan Period).

**The interest rate and Payment Plan conditions will cease to apply to that Payment Plan in the following circumstances:**

- 1. at the end of the Plan Period; or**
- 2. if we end the Payment Plan early due to missed payments, as detailed in further condition 4.1 of this agreement;**  
**or**
- 3. if we end this agreement under further condition 7.1.**

**In any of the above cases, any Payment Plan balances you have will move to your Normal Credit balance.**

If any Payment Plan balance is moved to Normal Credit, interest will accrue at the Normal Credit Rate until all outstanding balances have been repaid.

## Table of Payment Plans

From 1st August 2018, the only Payment Plan available for purchases is the Buy Now, Pay Later Plan (as detailed below).

Type of Plan	How interest is calculated	Plan conditions
<b>Buy Now, Pay Later Plan (BNPL Plan)</b>	<p>If you repay the balance of this Plan in full before the end of the Buy Now, Pay Later Period (the BNPL Plan Period), no interest will be charged.</p> <p><b>If you do not repay the balance of this Plan in full by the end of the BNPL Plan Period, interest will be charged daily on the balance of the Plan at the Normal Credit Rate (39.9% per annum interest (variable)), backdated to the date of the original BNPL purchase. We refer to this as "Deferred Interest".</b></p> <p>In the event that you have not paid off the balance in full <b>at the end of the BNPL Plan Period, we will:</b></p> <ul style="list-style-type: none"> <li>· move the outstanding balance into Normal Credit,</li> <li>· add any Deferred Interest into Normal Credit as a lump sum. Once added the Normal Credit Rate will apply to it, meaning you will pay interest on interest.</li> </ul> <p>The amount of Deferred Interest at the end of a BNPL Plan Period will be used to calculate part of your minimum monthly contractual payments by dividing it by the same number of months as the BNPL Plan Period (the "DI Portion"). The DI Portion will then be added to your minimum monthly contractual payment each month for the same number of months.</p>	<p>No minimum payment is required during the BNPL Plan Period, however you can make payments if you choose to.</p> <p>If you do choose to make any payments towards your BNPL during the BNPL Plan Period without clearing the balance in full by the end of the Plan, the amount of Deferred Interest charged will depend on the timing <b>and</b> the amount of any payments made. The sooner any payments are made after the date of the original BNPL purchase, the less Deferred Interest you will have to pay.</p>

Type of Plan	How interest is calculated	Plan conditions
<b>Interest Free Plan (IF Plan)</b>	0% per annum (fixed) on purchases under the IF Plan for the fixed period of the IF Plan (IF Plan Period).	<p>The IF Plan must be repaid by making equal monthly repayments over the IF Plan Period. We will tell you about the amount of your scheduled instalment in your monthly statement.</p> <p><b>If you do not pay the full monthly IF Plan instalment which makes up part of your minimum monthly contractual payment, the amount of the unpaid instalment will be moved to your Normal Credit balance to which the Normal Credit Rate applies.</b></p>

Type of Plan	How interest is calculated	Plan conditions
<b>Fixed Payment Plan (FP Plan)</b>	We will tell you the interest rate and period applicable to purchases made under the FP Plan before you make the purchase. The interest rate will be fixed during the term of the FP Plan and charged from the date of the purchase.	<p>The FP Plan must be repaid by making equal monthly repayments over a fixed period. We will tell you about the amount of your scheduled instalment in your monthly statement.</p> <p><b>If you do not pay the full monthly FP Plan instalment which makes up part of your minimum monthly contractual payment, the amount of the unpaid instalment will be moved to your Normal Credit balance to which the Normal Credit Rate applies.</b></p>

### Conditions applicable to your account

#### Your minimum monthly contractual payments

#### Up to 31<sup>st</sup> October 2018 the following clause will apply:

You must make a minimum payment each month unless your purchases are all on Buy Now, Pay Later Plans and the Buy Now, Pay Later Plan Period has not come to an end.

The minimum monthly payment requested will be the total of:

- (a) the specified monthly payments for your Interest Free Plans and Fixed Payment Plans; plus
- (b) for each other Plan that you have, the higher of:
  - (i) 3.2% of the total amount owing that month on those Plans, or
  - (ii) £5, or
  - (iii) the total amount of interest added to your account in relation to all Plans other than Buy Now, Pay Later Plans since your last statement plus 1% of the remaining balance;
- (c) a proportionate amount of any interest that has been added to your account in relation to a Buy Now, Pay Later Plan at the end of the Buy Now, Pay Later Period. This is calculated by dividing the amount of interest added to the account at the end of the Buy Now, Pay Later Period by the number of months in the Buy Now, Pay Later Period;

(d) the amount of any charges incurred by you for breaking this agreement; and

(e) the amount of any insurance added to your account that month.

Your monthly statements will tell you when you must make your repayments which will be at least 25 days after the statement date. The minimum monthly payment must reach your account by the date shown on your statement. You can make more than the minimum monthly payment or clear the balance of your account at any time. If you receive a refund to your account after your statement date you must still pay the minimum monthly payment. The minimum monthly payment does not include the amount of any arrears on your account. You must pay the arrears in addition to the minimum monthly payment shown on your statement.

**From 1<sup>st</sup> November 2018 the following clause will apply:**

You must make a minimum monthly contractual payment on your account each month by the date shown in your statement which will be at least 25 days after the date of that statement, unless you only have a BNPL within its Plan Period on your account. The minimum monthly contractual payment will be the higher of (1) £5 (or the full balance if less than £5) or (2) the total of:

(a) the amount of any interest, fees or charges added to your account since the date of your last statement (excluding Deferred Interest or interest on a FP Plan); plus

(b) any specified monthly scheduled instalments for your IF Plan or FP Plan; plus

(c) 1% of the remaining Normal Credit balance, excluding any DI Portions for future months; plus

(d) the amount of any DI Portion due that month.

You can pay more than the minimum monthly contractual payment or clear the balance on your account at any time. Your statement shows the ways that you can make payments to us, including by Direct Debit.

**Please be aware that if you continuously only make the minimum monthly contractual payment every month, it will take you longer and cost you more to clear your balance. Please contact us if you are having repayment difficulties.**

If you receive a refund to your account after your statement date you must still pay the minimum monthly contractual payment.

The minimum monthly contractual payment does not include the amount of any arrears on your account. You must pay the arrears in addition to the minimum monthly contractual payment shown on your statement.

Payments must be made in pounds sterling and from a UK based bank.

If you only have a BNPL Plan on your account, you will only have to make a first payment at the end of the BNPL Plan Period but you can make earlier payments at any time.

**How we allocate your payments**

**Up to 31<sup>st</sup> October 2018 the following clause will apply:**

We will apply payments to your account in the following way:

(a) if your payment is exactly equal to the remaining balance on your Normal Plan and you do not have any Interest Free Plans or Fixed Payment Plans for which a monthly payment is required, we will apply your payment to repay the Normal Plan in full;

(b) in other cases, we will apply payments to your account in the following order:

(i) first any amount up to the amount of the minimum payment will be allocated as follows:

1) in repayment of the monthly payment required by any Fixed Payment Plan you have;

2) then, in repayment of the monthly payment required by any Interest Free Plan you have;

3) then, the minimum payment due on the Normal Plan will be allocated first to insurance premiums and interest (in that order) before being used to reduce the remaining outstanding balance on the Normal Plan; and then to charges or fees;

4) finally, in repayment of the monthly payment required by any other Special Plans you have;

(ii) then, any payment you make that exceeds the minimum payment will be allocated as follows:

1) first, in repayment of any Buy Now, Pay Later Plan which will expire by the date of your next statement;

2) then, in repayment of your Normal Plan;

3) then, in repayment of any other Buy Now, Pay Later Plans;

4) then in repayment of any Fixed Payment Plans;

5) then in repayment of any Interest Free Plans;

6) then, in repayment of any other Special Plans you have; and

7) finally, in repayment of any amounts that have been added to your account since the previous statement date.

In each case, where you have two or more Plans in the same category, the Plans will be repaid in the order in which they are due to expire, starting with the Plan that is closest to expiry. If a particular Special Plan is repaid in a different order, we will tell you before you make a purchase using the Special Plan. We will apply payments in a different way if you specifically tell us to for a particular payment, as long as this does not result in you breaching the terms of this agreement or failing to pay the minimum amounts you owe on each Plan.



**From 1<sup>st</sup> November 2018 the following clause will apply:**

If you do not pay off the full outstanding balance on your account in a month, any payments made by you will be applied to your account (including any overdue Payment Plan balances) by firstly clearing the:

- (a) Monthly scheduled instalment due under any FP Plan; and then
- (b) Monthly scheduled instalment due under any IF Plan; and then
- (c) full amount of any BNPL Plan due to expire before the end of your next statement period.

We will then use any additional amount you have paid to first pay off balances to which the highest rate of interest applies on (i) to (v) below, followed by the balances at the next highest interest rate and so on. Where (i) to (v) are at the same rate of interest, balances will be paid off in the following order:

- (i) Interest; and then
- (ii) Outstanding balance of Normal Credit including any missed scheduled FP Plan(s) and IF Plan(s) monthly scheduled instalments; and then
- (iii) Charges and/or fees; and then
- (iv) Any outstanding balances on the other Payment Plans in the order of BNPL Plan(s), FP Plan(s) and any IF Plan(s); and then
- (v) Any other amounts that have been added to your account since the previous statement date

Where you have two or more BNPL Plans due to expire after your next statement period, these will be repaid in the order in which they are due to expire, starting with the BNPL Plan that is due to expire first.

You are required to make at least your minimum monthly contractual payment as detailed in your statement and this will be applied to your account in the order stated above. If you wish to make any additional specific payments you can ask us to direct these in a specific way to meet your needs.

If you pay more than the monthly scheduled instalment due on an IF Plan or a FP Plan, the remaining minimum payments will remain the same but the length of the Plan Period and/or the final minimum payment due on the Plan will be reduced as a result of the overpayment.

**Our Fees and Charges**

We may charge:

- £12 if you do not make your minimum monthly contractual payment on time;
- £12 if you exceed your credit limit;
- £12 for a returned payment, for example, a failed Direct Debit.

The above charges are referred to in this agreement as 'Default Charges'.

We may also charge you:

- reasonable costs for enforcing the agreement, including any loss, costs or expenses that may be incurred in collecting money owed under this agreement;
- £5 for sending you a copy statement.

If you do not pay any fees and/or charges when they are due, interest will be applied on them at the Normal Credit Rate.

**The APR and Total Amount Payable**

The APR for this agreement is 39.9% (variable).

For the purposes of calculating the APR (Annual Percentage Rate) we've used the following assumptions:

- You and we both keep to the terms of this agreement.
- The interest rate and, where applicable, any charges don't change.
- Interest is charged at the Normal Credit Rate for purchases. We've not used any Payment Plan rates for the purposes of the calculation.
- You make one purchase of £1,200 immediately and you repay this amount over one year by 12 equal monthly payments of capital.
- You pay interest applied with each monthly payment. As an example to help you understand the cost of borrowing under this agreement, if you used your card to make a purchase of £1,200 at the start of the agreement and you repaid that amount by 12 equal monthly payments together with interest charges accrued for each month at the Normal Credit Rate for purchases set out in the Conditions applicable to Normal Credit, the total amount payable would be £1,419.10, based on the assumptions above.

## Your right to withdraw

You have a right to withdraw from this agreement, without giving a reason, by contacting us at Home Retail Group Card Services, Thynne Street, Bolton BL11 1AS or calling us on 03456 400 700.

The right to withdraw begins the day after the day on which you receive your card and lasts for 14 days. Once you have exercised your right to withdraw, if you have used your card, we will tell you how to repay the balance and you must repay the balance, plus any interest on it calculated up to the day you repay, without delay and in any event within 30 days from the day after you gave us notice to withdraw.

You can ask us to tell you how much interest will be payable each day until you repay us and we will tell you without delay. You can repay us by calling us with your debit card details, through My Argos Card website and App, or by instructing your bank to make payments to us.

After the 14 day withdrawal period has expired, you can also end the agreement at any time as described in further condition 7.

## Missing payments

If you fail to pay any amounts when due under this agreement, we will have the right to end this agreement as described in further condition 7, and/or to take action to recover all outstanding amounts under this agreement, or to instruct a third party to take such action on our behalf.

Missing payments could have severe consequences including making credit more difficult to obtain in the future. We may take legal action against you if payments are not made. If that action is successful, we may apply to the courts to enforce that judgment.

## Complaints

If you have a complaint about anything to do with this agreement, please contact us. Our complaints procedure is set out at the end of this agreement.

## Further Conditions

### 1 Your Credit Limit

- 1.1 We will set a credit limit for your account and tell you what it is when we send you your card. We may change your credit limit at any time and will let you know about any changes by giving you 30 days' notice in accordance with further condition 9.4. You can ask us to increase your credit limit or for a lower credit limit at any time. You can also tell us that you do not want us to increase your credit limit, either in the future or in relation to a specific increase we have told you we will be making.
- 1.2 After reviewing your account, we may decide to reduce your credit limit without you asking us to do so. We may give you prior notice of this although there may be circumstances where we may do this without prior notice. If we do, we will write to you afterwards to let you know that we have reduced your credit limit and to confirm the new amount.
- 1.3 You must not exceed your credit limit. If you do, you must immediately repay us any amounts over your credit limit. We may refuse a transaction if it would result in you exceeding your credit limit. You may incur a charge if you exceed your credit limit – 'Our Fees and Charges' section above explains this.

### 2 Your Account

- 2.1 If your application for an account is successful, we will open an account in your name and send you a card. References in this agreement to '**your card**' include any additional cards issued on your account. References to a '**cardholder**' in this agreement mean you and any additional cardholder.
- 2.2 We will tell you if your account is eligible to have an additional cardholder. If it is eligible, you can ask us to also send a card to an additional cardholder who you tell us about, as long as they are eligible for a card. You and any additional cardholders may use your card and card details for purchases up to your credit limit. Your card and card details form part of your account and you will be responsible for their use in accordance with this agreement, including repaying us for any use of your card or card details by an additional cardholder. You can at any time ask us to cancel any additional card but you remain responsible for its use until it is destroyed and you have repaid all amounts you owe us in connection with its use.
- 2.3 We will charge to your account any amounts which cardholders spend using your card or card details on goods and services (purchases), and any other amounts you must pay under this agreement. Purchases may be made in store, online or over the telephone. When you make a purchase using your card, we will add it to the account on the day we receive the purchase details from the retailer. We will explain in advance how cardholders can authorise purchases. In store, this will include signing a receipt at checkout. Online or over the telephone, you will need to give your card details together with additional security details. You will be responsible for all purchases which you or any additional cardholder authorises, whatever the manner of such authorisation.
- 2.4 We may refuse to approve a purchase, block further purchases on your account or otherwise suspend, restrict or terminate your right to draw credit at any time by cancelling or suspending your card if:
  - (a) we consider it necessary to protect the security of your card or account;
  - (b) we consider it necessary to prevent fraud or unauthorised use of your card or account;
  - (c) we consider that there is a significantly increased risk that you will be unable to repay us;
  - (d) the amount of the transaction would cause your account to go over your credit limit;
  - (e) we have reasonable grounds to believe that you are (or an additional cardholder is) acting in breach of this agreement;

(f) we are required or obliged to do so by law, a court or regulator or because of another duty which applies to us; or

(g) we or you have served notice to terminate this agreement in accordance with further conditions 7 or 10.

If we do this, you can call 03456 400 700 to find out why, and if we have cancelled or suspended your card you can request that we reactivate your card. However we may not be able to comply if we are unable to do so due to our legal or regulatory obligations.

2.5 Where interest is charged, it will be added to your account each month on the statement date until you repay us in full and it will be calculated on a daily basis:

(a) from the date of the purchase for purchases of items on Normal Credit (note that for a BNPL Plan interest accrues over the BNPL Plan Period but does not become payable unless you do not fully pay off the full purchase price by the end of the BNPL Plan Period);

(b) from the date other amounts you must pay under this agreement are added to your account; and

(c) from no earlier than 29 days after the date we give you notice as required by law for Default Charges.

This means you may pay interest on interest (this will not apply in relation to interest on Default Charges). Interest will be charged before and after any court judgment.

2.6 When you make a payment, we will credit it to the account on the day we receive cleared funds.

2.7 If the individual cost of any item of goods or services that you pay for using your card is more than £100 but not more than £30,000, then you may have a claim against the supplier of the goods or services, us or both if the item or service is not supplied, only supplied in part (if relevant), unsatisfactory, or does not match the description given by the supplier.

2.8 As your account is a lending product, it should not have a positive balance. If your account has a positive balance, we will tell you and request that it is cleared. You can clear a positive balance by making purchases with your card or you can call us on 03456 400 700 to arrange a payment to you. If you fail to clear a positive balance within a reasonable time of being requested to do so, we may suspend your use of your card or end this agreement in accordance with further condition 7.

2.9 When we open your account you will be able to access the My Argos Card website and download our My Argos Card App. Subject to the terms and conditions of My Argos Card website and/or App, you will be able to use these to view your balances, see your statements and update your contact information. You will be required to set up security details for each of the My Argos Card website and App. You must keep all security details in connection with your account strictly confidential, and you must take care not to disclose them to anyone else, or use the My Argos Card website or App in such a way that third parties would be able to see, access or obtain your security details.

2.10 Please be aware that while we take reasonable care to ensure the completeness, accuracy and integrity of the information displayed on each of the My Argos Card website and App, the information is only a reproduction of the information held on our systems at the relevant time or, where information is received from a third party, an accurate reproduction of the information received by us from that third party, at the relevant time.

2.11 If you view your account balance, any available credit displayed at the time of viewing will not necessarily be available in full for your use at that time. The balance shown may not take into account any debits, credits or other transactions in respect of your account that have not yet cleared through the relevant systems.

2.12 Please check the information about you and your account displayed via the My Argos Card website and App carefully. You must contact us as soon as reasonably possible if you do not agree with any transaction on your account, or if you know or suspect that any information displayed is incorrect.

### **3 Your card**

3.1 We may replace your card and change your account details at any time.

3.2 Cards may only be used by the person named on them. Cardholders must sign their card as soon as they receive it and follow any reasonable instructions we give about using your card, card details, passwords and keeping them safe. You and any additional cardholder must not give your card or card details to anyone else.

3.3 Your card will be valid until the expiry date noted on the front of the card, unless this agreement ends before then, or we suspend or terminate your card in accordance with the provisions of this agreement. Cardholders must only use their card or card details whilst your card is valid.

3.4 If a cardholder does not use a card for a period (determined at our reasonable discretion) or no longer meets our lending criteria, we may choose not to issue a replacement when it expires.

3.5 Your card remains our property and can be recalled by us at any time.

3.6 We will not be liable if any shop or other outlet refuses to accept your card for any reason.

## **4 Your Payment Plans**

- 4.1 Any Payment Plan may come to an end early if you miss two consecutive minimum monthly contractual payments or if we end this agreement under further condition 7.1.
- 4.2 If we end a BNPL Plan under further condition 4.1 or end this agreement under further condition 7.1, any balance under a BNPL Plan will be moved to Normal Credit and Deferred Interest will be added to that balance as a lump sum (i.e. interest back-dated to the date of the original purchase). Interest at the Normal Credit Rate will then be charged on this combined balance until outstanding amounts have been repaid in full.
- 4.3 If we end any Payment Plan (other than a BNPL Plan) under further condition 4.1 or if we end this agreement under further condition 7.1, any Payment Plan other than a BNPL Plan will end and the outstanding balance will move to Normal Credit and be charged interest at the Normal Credit Rate from that date until the outstanding amounts have been repaid in full.
- 4.4 For a BNPL Plan, we will remind you in the month before it ends that the BNPL Plan is coming to an end. Where relevant, we will also tell you the amount you have to pay, and the date by which payment must reach us, to avoid Deferred Interest being added to your Normal Credit balance.
- 4.5 Each Payment Plan you have will form part of the total balance shown on your statement. If you repay by Direct Debit, and select "full repayment" rather than "minimum repayment", this balance will be cleared completely each month. In this case you will not be able to take advantage of the Plan Periods that apply. You can also arrange a fixed amount Direct Debit. To ask for either of these options, call 03456 400 700.

## **5 Loss or misuse of your card**

- 5.1 You must contact us immediately if you, or any additional cardholder, lose your card or if it is stolen or if a card has or could be misused. We recommend you do this by telephone on **03456 400 700 but you can also write to us to tell us at Home Retail Group Card Services Limited, Thynne Street, Bolton BL11 1AS**. We will provide a replacement card as soon as possible after receiving your call.
- 5.2 Unless you have acted fraudulently, you will not be liable for more than £50 of our loss which arises from any use of your, or your additional cardholder's card by any unauthorised person, i.e. a person other than you or any authorised cardholder, as long as you have contacted us in accordance with further condition 5.1. However you will be liable without limit for any loss we suffer from use of your card by anyone who acquired possession of your card or your card details with your consent.
- 5.3 Without asking you or any additional cardholder, we may give the appropriate authorities any information we consider relevant about the loss, theft or misuse of your card. If you find your card after reporting it lost, stolen or misused, you must destroy it.

## **6 Statements**

- 6.1 We will normally send you a monthly statement, unless there have been no payments into or out of the account during that monthly period and the balance is nil.
- 6.2 You can change your statement date by asking us. A change to your statement date will result in a change to your payment date. Your statement will show when your next monthly payment is due. We may limit the amount of times you can change your statement date.
- 6.3 You should check your statement each month. You must tell us straightaway if you do not agree with any transaction on your statement.

## **7 Ending this agreement**

### **How we can end this agreement**

- 7.1 We will give you the notice that we are required by law to give you to end this agreement (which may be immediate). We may end this agreement for any of the following reasons:
- 7.1.1 if you fail to pay us any sums which have become due;
  - 7.1.2 if we consider that there has been illegal or fraudulent activity on your account;
  - 7.1.3 if you have told us something misleading or false;
  - 7.1.4 if we believe you've broken this agreement repeatedly and/or in a significant way;
  - 7.1.5 if you are no longer resident in the United Kingdom;
  - 7.1.6 if you die; or
  - 7.1.7 if you enter (or are looking to enter) into an individual voluntary arrangement or enter (or are looking to enter) into any other arrangement with your creditors, or an application is made for a provisional insolvency order against you, or a bankruptcy petition is made against you, or we think that one is going to be made, or your property is taken into trust for the benefit of your creditors.
- 7.2 If we end this agreement, your credit records may also be affected in a way that makes it more difficult or expensive to get further credit. After we have sent you the notices which the law requires, we may start legal proceedings against you to recover what you owe to us or will ask your executor or trustees to pay the full amount you owe us. If we obtain a judgment, we may apply to the Court to enforce payment of it, for example, out of your income or by securing a charging order against your home. We may also sell the debt and the buyer may follow a similar process to recover the debt.

## **How you can end this agreement**

- 7.3 You may tell us that you want to end this agreement at any time without charge by contacting us in writing or by calling us. We will tell you how to repay all outstanding balances. The agreement will end when you have repaid all outstanding balances, unless terminated earlier by us under further condition 7.1.
- 7.4 If we or you end this agreement pursuant to this condition or further condition 10, you must destroy your card and any additional cardholder's cards. You must continue to make any required payments until you have repaid all amounts you owe us, including interest.
- 7.5 Once this agreement has ended, the full balance will become immediately due and payable. Our right to interest survives termination of the agreement. Interest will therefore continue to be charged on balances at the Normal Credit Rate until all monies are repaid, including following any court judgment.

## **8 Correspondence (including notices) and change of details**

- 8.1 Unless you ask us not to, or we are not permitted to do so by law, we will send you any correspondence about your account, including your monthly statements and any notices we are required to give you, by email to the email address you give us. Unless you ask us not to, we may also send alerts and other communications by text message to the mobile phone number you give us. If you ask us to send any communications by paper, or we are required to do so, we will send such communications to the most recent address you have provided to us.
- 8.2 You must tell us at once if you or any additional cardholder change your or their name, or you change your address or contact details (including your email address and telephone number), or if you make your payments to us by Direct Debit and you change the bank or building society from which you make your payments.
- 8.3 Any notice you give us must be in writing and sent to **Home Retail Group Card Services Limited, Thynne Street, Bolton BL11 1AS**. A notice will only be treated as being given when we actually receive it.

## **9 Changes to your interest rate and other changes to this agreement**

- 9.1 We may change the interest rate or the charges or add new charges for any valid reason set out below:
- 9.1.1 because we are offering you a promotional interest rate as part of a Payment Plan;
  - 9.1.2 to take account of changes in the cost of providing this service to you or to reflect the cost of any system or product development or to ensure that we operate our business profitably and soundly;
  - 9.1.3 to reflect a change in the Bank of England base rate;
  - 9.1.4 to reflect changes to the law, regulations, codes of practice or the way we are regulated; or
  - 9.1.5 to reflect our assessment of the risk associated with your borrowing based upon behaviour or information obtained from Credit Reference Agencies.
- 9.2 If we lower your interest rates, we may let you know before the change takes effect. If we increase any of the interest rates or charges that we charge under this agreement we'll tell you at least two months before making the change. The new rates or charges will apply to purchases and to your outstanding Normal Credit and BNPL Plan balances from the date the rate changes (which will be stated in our notice to you) but will not affect the rate on any of your other Payment Plans unless we tell you that it does. You may notify us before the change takes effect that you want to close your account and repay your balance at the existing interest rate. If you do this, you must stop making any purchases, destroy all cards and continue to comply with the terms of any Payment Plans or Normal Credit on which there is a balance outstanding.
- 9.3 We may change and add to the other terms of this agreement if we reasonably believe that it is in your best interests to do so, or to respond to:
- 9.3.1 changes or predicted changes in legal or other regulatory requirements, industry guidance or codes of practice, a decision made by, or requirement of a court or Ombudsman, regulator or similar body;
  - 9.3.2 errors that have been identified from an administrative or systems perspective;
  - 9.3.3 changes in technology or new innovations;
  - 9.3.4 changes to our systems or card schemes;
  - 9.3.5 changes to our services (including to add or remove services) or how we operate; or
  - 9.3.6 us taking over, taking control or buying another financial services business or organisation offering similar services or we are taken over or our business is bought by another bank or organisation offering similar services and the change will allow us to use the best systems available for managing similar accounts generally to allow our customers and customers of the other organisation to be treated in a similar way.
- 9.4 We will give you at least 30 days' advance notice of all other changes to the terms, unless the change is to your advantage, in which case we will give you notice but may make the change more quickly.

## **10 If you do not use your account**

We may end this agreement and close your account (by providing two months' written notice), cancel or suspend your right to use your account and/or reduce your credit limit if it has been dormant, meaning there have been no purchases or a zero balance for at least 6 months.

## **11 Our rights of set-off**

If we owe you any money we will be entitled to deduct it from any money you owe us under this agreement.

## **12 Relaxing terms of agreement**

If we allow you more time to make a payment or otherwise choose not to exercise any rights we have under this agreement, including suspending, reducing, waiving or cancelling any interest, fees or charges we are entitled to charge under this agreement, this will not prevent us from taking action in the future.

## **13 Date of agreement**

This agreement will only become binding on us when it is signed on our behalf, whether with our name or with some other mark.

## **14 Assignment**

14.1 You may not transfer any of your rights or duties under this agreement.

14.2 We may transfer any or all of our rights or duties under this agreement to another organisation (including organisations outside the European Economic Area). If we do this, we may let them have any information about you and any additional cardholder. We may also arrange for any other person to carry out our rights or duties under this agreement. Your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

## **15 Additional Benefits**

We may from time to time at our discretion offer cardholders additional benefits and services and may withdraw any of these they have chosen after giving them reasonable written notice. Any such benefits and services will not form part of this agreement.

## **16 General**

16.1 We shall not be liable if we are unable to perform our obligations under this agreement due (directly or indirectly) to circumstances or events arising outside of our reasonable control including the failure of any machine, data processing system or transmission link.

16.2 If this agreement or any part of it becomes invalid because it is found to be unfair, unenforceable or for any other reason, the remaining parts of the agreement will remain fully valid.

16.3 This agreement is governed by the laws of England and Wales and any matters relating to this agreement will be referred to the courts of England and Wales. If you live in Scotland or Northern Ireland, Scottish law or Northern Irish law (as appropriate) applies to this agreement and any matters will be referred to the courts in Scotland or Northern Ireland as appropriate.

16.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to give any party, other than you and us (and other members of the Sainsbury's Group), any rights or benefits under this agreement unless we transfer our rights and obligations under this agreement.

16.5 We will supply these terms and conditions and any other information or communication during this agreement in English.

16.6 We may give details of this agreement and any information we hold in connection with it, for example the total amount outstanding and the payment history, to anyone else if:

16.6.1 the law says we must;

16.6.2 we have a public duty to do so (this includes giving information to the police if we think it will help them prevent or detect crime);

16.6.3 it is necessary to protect our interests;

16.6.4 we are discussing transferring the agreement; or

16.6.5 you have given us permission to do so.

16.7 We may monitor and record phone calls to or from us (or on our behalf). We may do this to check any instructions you give us over the phone, and to help train our staff.

Home Retail Group Card Services Limited, registered office, Avebury, 489–499 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 2NW (registered in England and Wales, no. 04007072) is regulated by the Financial Conduct Authority (Register no. 716148).

The Financial Conduct Authority, 12 Endeavour Square (12ES), Stratford, London is the supervisory authority for consumer credit under the Consumer Credit Act 1974.

## **Data Protection**

We (Home Retail Group Card Services Limited) are owned by Sainsbury's Bank and both companies are part of the Sainsbury's Group, which also includes Argos and Nectar. We will keep any information you have provided to us confidential but you agree that we may share this information with the Sainsbury's Group. Please see our Privacy Policy (found on our website at

<https://www.argos.co.uk/help/privacy-policy/>) for more detail about the companies that make up the Sainsbury's Group and about how we use your information.

## **Our Complaints Procedure**

If you wish to make a complaint you can do so by making contact through any of the channels listed here:

- Telephone: 03456 400 700
- Email: [CustomerCare@homeretailgroup.com](mailto:CustomerCare@homeretailgroup.com)
- Write to us at: Home Retail Group Card Services Limited, Thynne Street, Bolton, BL11 1AS

We will aim to resolve your complaint within 3 working days. Where we are unable to do so we will keep you informed of the progress of your complaint until we have resolved it.

If we are unable to resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service by writing to them at Exchange Tower, London, E14 9SR, calling 0300 123 9123 or 0800 023 4567, or emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). If you require any further information you can visit [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/)

The Ombudsman offers a free independent service, but before they look at your complaint, they will ask you to give us the opportunity to put things right for you.

In addition, if you entered into this agreement online or by telephone, you can also refer this matter to the European Online Dispute Resolution portal. For more information about Online Dispute Resolution please visit [https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint\\_en](https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint_en)

We can provide documents in large print, Braille or on audio, call us on 03456 400 700 to arrange this.



**Home Retail Group Card Services, Thynne Street, Bolton BL11 1AS**  
**Tel: 03456 400 700**

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