

John Lewis & Waitrose Business Account Agreement

<p>Introduction</p>	<p>The John Lewis and Waitrose Business Account is only available to business that is, companies which are registered at Companies House, companies based overseas which have a registered branch in the UK, partnerships, sole traders and government bodies and agencies (“Business”) who wish to purchase John Lewis and Waitrose goods for their business.</p> <p>This Agreement governs your use of your Card and your Account. Your Card allows access to your Account and any Discounts provided in connection with the Card.</p>
<p>Participating Retailers</p>	<p>The Card will only be accepted in the following retail outlets, and such other outlets that we tell you from time to time:</p> <ul style="list-style-type: none"> • John Lewis • JohnLewis.com • Waitrose • Waitrose.com • John Lewis Solutions for Business <p>The Card may not be used in John Lewis Partnership concessions or [Waitrose outlets owned by third parties].</p> <p>For a full list of where the Card can be used see johnlewis.com/businessaccounts</p>
<p>Tiered Rebate</p>	<p>Tiered rebates are based on Accounts quarterly spend. Rebate will only be applied to eligible items, full details of what can be found at johnlewis.com/businessaccounts.</p> <p>Eligible spend will be calculated quarterly, net of any Credits flagged as eligible for rebate. Where a customer returns goods which are ‘eligible for rebate’ the full retail value of the goods will be credited to the Account. The Credit will be deducted from the eligible spend for the month that the refund is applied to the account.</p> <p>On each occasion when we send you a statement we will calculate the rebate which applies and credit the sum to the Main Account, which will be deducted from the balance owed.</p> <p>Where a rebate has been applied we will provide a Credit Note</p> <p>A Business Account card cannot be used in conjunction with any other promotion or discount. You may not use the Card in conjunction with a My John Lewis or My Waitrose card. Other restrictions apply, see johnlewis.com/businessaccounts.</p> <p>We retain the right to withhold rebate and reserve the right not to sell certain other products.</p>
<p>Setting spending limits</p>	<p>We will set a spending limit which is the maximum amount which can be outstanding at any time (including use by any Additional Cardholders). We may change or remove any credit limit from time to time, including if you ask us to do so, and will tell you what the new limit is.</p> <p>You agree to manage your Account so that Transactions billed to your Account do not exceed the spending limit.</p>
<p>Making Payments</p>	<p>Each month when a Transaction has been made on your Account you must pay the full outstanding balance, as shown on your statement. All payments must be made by direct debit unless we have agreed another method of payment and which must reach us and be credited to your Account by the Payment Due Date shown on your statement, which will normally be 30 days after the date of the statement.</p> <p>Payments collected by direct debit will be collected 30 days from billing date as notified on the</p>

	<p>statement. It is your responsibility to ensure payment is made, whether or not you receive a statement.</p> <p>If we ask you also agree to pay us any amount by which you have gone over any spending limit immediately or together with your monthly payment due.</p>
Interest	No interest will be payable.
When and how we make changes	<p>We may change the fees payable under this Agreement (including introducing new fees or when or how we calculate or apply fees), and will inform you in writing, for one of the following reasons:</p> <ul style="list-style-type: none"> • to respond proportionately to actual or expected changes to our costs of providing the Account; • if we change the services and benefits included with your Account; • because we reasonably think that your credit risk profile has changed meaning that there is an increased risk that you might not be able to make payments due on your Account; • to maintain an appropriate return from your Account and to ensure that our business maintains a broadly similar level of profitability and competitiveness; • for any other valid reason as long as you are able to end the Agreement without charge. • We may change the Account services we provide to you or the way we deliver them if we reasonably consider this would not be to your disadvantage and there is no increased cost to you.
Late Payment Fee	No late payment fees apply.
Direct Debit Fee	No Direct Debit fees apply
Payment Fees	<p>If you pay us by the methods shown, the following fees will apply:</p> <ul style="list-style-type: none"> • credit card [2.35]% • American Express: [2.85]%

How Your John Lewis & Waitrose Business Account Agreement Works

<p>Words used in the Agreement</p>	<p>We, us, and our mean John Lewis Partnership PLC. You and your mean the person who applied for this Account and for whom we opened the Account.</p> <p>You are the person named as the borrower in this agreement and may also be a Cardholder. You may request a Card for an Additional Cardholder. Reference to you and your includes, where relevant, reference to Additional Cardholders, but Additional Cardholders do not have any direct contractual obligations to us under this Agreement and you are responsible for Transactions they make.</p> <p>Account means any account we maintain in relation to Cards and to which we charge Transactions. Card means any Card or other device that we issue to access your Account. A Transaction is any amount added to your Account and includes purchases and fees we charge. A purchase is a transaction using your Card to acquire goods or services.</p>
<p>Using your Card</p>	<p>You may use your Card, subject to any restrictions set out in this Agreement, to pay for goods and services from Participating Retailers who accept the Card. Only the person named on the Card can use it.</p> <p>You may not use your Account to draw cash under any circumstances or enter into a Transaction under which you obtain cash, knowing it will be treated as the purchase of goods or services.</p> <p>Cards will have an expiry date and you must destroy expired Cards in a way that means they cannot be used (e.g. by cutting them into pieces).</p> <p>If your Card is cancelled or suspended for any reason, all other Cards issued on your Account may be cancelled or suspended at the same time.</p>
<p>Promise to pay</p>	<p>Subject to the <i>'Theft, Loss or Misuse of the Card'</i> section of the Agreement, you promise to pay for all Transactions, including:</p> <ul style="list-style-type: none"> • Transactions you authorise, even if you do not present your Card or sign for the Transaction; • Transactions that other people authorise if you let them use your Account; and • Transactions that Additional Cardholders authorise or permit others to authorise. • Transactions that have been authorised where you are in dispute about the goods with the Participating Retailer. • Where you are a partnership you agree that each partner is jointly and severally liable for the obligations arising under this Agreement.
<p>Authorising and declining Transactions</p>	<p>You authorise a Transaction when you request a Transaction using your Account by presenting or providing a Card, the Card details or Account details and signing a sales receipt where a Transaction is made in store. If required for the Transaction you may need to enter any password, personal identifiers or follow any other set of procedures.</p> <p>We may decline to authorise a Transaction which may occur even if your Account is not in default. If we do, you will normally be told at the point of sale, but you may not be. In all cases, you can find out about Transactions we have refused or any other restrictions imposed on your Card by calling us on the telephone number on the back of your Card.</p> <p>We are not responsible for any losses you incur if we do not authorise a Transaction.</p>

<p>Theft, Loss or Misuse of the Card</p>	<p>You must keep your Card safe and don't let anyone else use it. This means you must:</p> <ul style="list-style-type: none"> • sign the Card (if applicable) and keep the Card in your possession and secure; • not let others use your Card and regularly check you still have the Card; • not give your Card, Account details, or passwords to anyone else other than when you are authorising a Transaction and do not let others see them when you use them; • choose a password that is not easy to guess. <p>If for any of the reasons below you believe your Account or Card(s) have been compromised you must immediately cancel your cards by calling 0345 602 1864 or through the online self-service portal</p> <ul style="list-style-type: none"> • a Card has been lost or stolen or not received; • someone else knows your online self-service log in details; or • your Account or Card is being misused or used without your authorisation, or a Transaction on your Account has not been authorised or has been processed incorrectly. <p>Oral notification is to be confirmed in writing within seven days.</p> <p>Providing there has been no fraud, negligence or misuse of the Card by the Cardholder or any Additional Cardholder, the Cardholder shall not be liable for any Transaction made using the Card from the date of cancellation.</p> <p>The Cardholder will indemnify us against all claims, costs, and expenses incurred by us arising from the theft, loss or misuse of the Card, whether fraudulently or not, prior to the cancellation.</p>
<p>Making payments</p>	<p>Payment must be made for the full amount owing in any month when there has been a Transaction on the Account within 30 days of the statement date or, if no statement is received, within 30 days of the end of the month that the invoice was issued.</p> <p>Payments must be made in Pounds Sterling and can be made by any method set out on your statement or any other method we tell you.</p> <p>We will credit payments to your Account on the day we receive the funds, as long as we receive them within our working hours on a working day. If we receive them after that time, we will credit the payment on the next working day after we receive it. Our working days and hours are 9.00am – 5.00pm daily other than bank holidays and weekends.</p> <p>Although we may credit your Account with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.</p>

<p>Online Self Service Portal</p>	<p>You can manage your Account through our Online Self Service Portal at johnlewis.com/businessaccounts. You can use the portal to:</p> <ul style="list-style-type: none"> view statements and invoices view transactions make a payment create and manage cost centres apply for additional cardholders manage cards
<p>Additional Cardholders</p>	<p>At your request, we may issue Cards to Additional Cardholders such as employees. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.</p> <p>You are responsible for all use of your Account by Additional Cardholders and anyone they allow to use your Account and are responsible for ensuring that Additional Cardholders comply with this Agreement.</p> <p>If you want to cancel an Additional Cardholder's right to use your Account (and cancel their Card) you must notify us via the Online Self Service Portal and the Additional Cardholder's ability to make Transactions will immediately end.</p>
<p>Ending your Agreement</p>	<p>This Agreement is open ended and has no fixed duration. It will continue until you or we close the Account in accordance with this Agreement.</p> <p>You may end this Agreement at any time by giving 30 days written notice.</p> <p>We may end this Agreement immediately if you are in default by giving you written notice (see <i>About Default</i>).</p> <p>We may also end this Agreement by giving you at least 60 days' written notice without any explanation being required.</p> <p>The Agreement will only come to an end once you have paid off all amounts you owe us. Until this time, all of the terms of the Agreement will continue to apply (including our right to change the terms of the Agreement), but you will have no rights under it to use the Account to make Transactions [and you will not be entitled to any benefits that are included with it.]</p> <p>When either of us end the Agreement you must:</p> <ul style="list-style-type: none"> • on demand pay off all amounts owing on your Account, including those not yet billed; and • destroy all Cards and stop using your Account.
<p>Cancelling or suspending your Account</p>	<p>We may:</p> <ul style="list-style-type: none"> • immediately cancel or suspend your Account (i.e. permanently or temporarily stop you and/or an Additional Cardholder from using your Card or Account to make any Transactions and prevent you from accessing any services offered under this Agreement); • cancel or suspend any feature on your Account; or

	<ul style="list-style-type: none"> • withdraw or not reissue any Card. <p>If we do any of these we will notify you in writing and, regardless of the cancellation or suspension you must still pay us for all Transactions under the terms of this Agreement. We may also notify Participating Retailers that your Account has been cancelled or suspended.</p> <p>We may do any of these things for security reasons, in the event you default, if we suspect unauthorised, improper and/or fraudulent use, or because there is a significantly increased risk that you will not be able to make payments due on your Account on time (for example, if you die, are made bankrupt or become insolvent).</p> <p>We may agree to reinstate your Account after we have stopped you from using it if the reasons we restricted your Account in the first place are no longer present.</p>
<p>About default</p>	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> • you seriously or persistently fail to comply with this Agreement; • you provide false or misleading information; • steps are taken to make you bankrupt or to make you the subject of any form of debt relief process; • if you are a corporate body any steps are taken indicating your insolvency or which could lead to your being wound up; • you become incapacitated or die; or • we have reasonable grounds to believe you are unable or unwilling to pay your debts when due. <p>Please note that we consider it to be a serious breach if you fail to make a payment in full on time.</p> <p>Missing payments could mean you have to pay additional charges or costs, your credit rating may be affected making obtaining credit more difficult or expensive, we may pass your details to a debt collection agency, legal action may be taken against you, an application may be made to make you bankrupt, or, if we obtain a charging order, we may obtain an order for sale which could lead to your home being repossessed.</p>
<p>Sending you statements, notices etc.</p>	<p>We will provide you with or make available to you statements relating to your Account on the online self service portal at least once a month if there has been any activity on your Account. Statements and other Account information will be made available in electronic format on the portal on the second day of each month and will remain accessible for 12 months.</p> <p>You will be able to access information about your Account and undertake Account administration such as ordering additional cards or replacement statements and cancelling cards by visiting the online self service portal.</p> <p>In addition to payment information, each statement will show all Transactions made using Cards in the statement period, the outstanding balance, the payment due and the Payment Due Date.</p> <p>You must always check each statement for accuracy and contact us as soon as possible if you need more information about a Transaction on any statement or if you think that any Transactions were not authorised by you.</p> <p>Statements and other notices shall be sent by email to the last email address you provided to us or r by making them available to you in any other lawfully permitted manner.</p> <p>All communications will be via electronic means unless otherwise agreed.</p>

	<p>'Notices' referred to above includes all notices or information we are required or choose to send you, including about changes to the Agreement. We may send you notices on or together with your statements.</p> <p>VAT is set to 0% for Channel Islands purchases</p>
Changing your contact details	<p>You must notify us immediately through the online self-service portal, or by calling us on the telephone number on the back of your Card if you change your name, telephone number, your main address or the mailing address or email address to which we send statements or notices.</p> <p>If we have been unable to deliver any statements or other communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information.</p> <p>We are not responsible for any failure to receive any communication (including a statement) if we send it to the address you gave us or if we do not send the communication because previous communications have been undeliverable.</p> <p>We may update your contact details if we receive information that they have changed or are incorrect.</p>
Assigning the Agreement	<p>We may sell, transfer or assign this Agreement and your Account, but this will not reduce any guarantees to which you are entitled. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.</p>
Complaints about us	<p>If you have a complaint about your Account or the service you have received, please contact us on 0345 602 1864 and in writing at John Lewis Business Account, 1 Trinity Court Broadlands, Wolverhampton, WV10 6UH</p>
Claims against Participating Retailers	<p>If you dispute a Transaction with a Participating Retailer, we may credit the Account for all or part of the disputed Transaction.</p> <p>If we do so, whether we were legally required to make the refund or not, you and any Additional Cardholders agree that you are automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the Participating Retailer.</p> <p>You agree that you will not pursue any claim against the Participating Retailer for the credited amount, and you must cooperate with us if we decide to do so.</p>
No waiver of rights	<p>We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.</p>
Language and governing law	<p>This Agreement and all communications between us concerning this Agreement shall be in English.</p> <p>This Agreement and dealings between us before you enter into the Agreement are governed by the non-exclusive laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.</p>

Use of information for credit purposes

Your John Lewis Business Account is operated on our behalf by Worldline IT Services UK Limited (Worldline).

We may use information you provide to process your application for credit, in order to carry out credit searches and to administer the Agreement. We may pass information about you to [Worldline IT Services UK Limited] so that they can operate and support the card.

We and/or Worldline on our behalf carry out regular identity and credit reference agency searches while you have an Account.

If you are a partnership you are declaring that you are entitled to disclose information about your fellow partners and acknowledge that we may carry out credit and identity checks referred to in this Agreement against all. If you are a corporate body you are declaring that you are duly authorised by the borrower and any Additional Cardholders to allow the identity and other checks referred to in this Agreement against all.

We may pass information about you to credit reference and fraud prevention agencies on the basis that they must keep information confidential. When we conduct a search with a credit reference agency they will add details to your credit records which may be seen by other lenders whether or not your application is accepted. In addition the credit search will cover the credit files of directors, owners, partners, or equivalent in respect of your Account. These enquiry searches will be seen by other organisations if any director, owner, partner or equivalent applies for credit in the future. Credit searches will link together the previous and subsequent names of anyone that is a party to the credit account. [We will use a credit scoring or other automated decision making system when assessing your application.]

Credit reference agencies will give us public information (including the Electoral Register), shared credit and fraud information. Law enforcement agencies may also access and use this information.

Examples of how your information may be used is outlined below:

- If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Recovering debt
 - Checking details on proposals and claims for all types of insurance
 - Checking details of job applicants and employees

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data Protection

Worldline will during the application process and when administering your Account collect certain data about you, your directors, owners, partners and card holders.

This data will include:

- Data that you provide to us when you apply for an Account and subsequently use it
- Data that is generated when there is a Transaction on your Account
- Data about your computer such as your IP address and use of our site (eg. Frequency & length of visits, pages visited)

Some of the data that we collect will be personal data in that it will be capable of identifying you and your directors, owners, partners and any card holder. For instance names and addresses. [

We may use this Personal Data for a number of purposes including:

- To provide and administer your Account from a technical and practical perspective
- For internal record keeping
- To dealing with card and Account holder requests and enquiries
- To perform credit checks
- For fraud prevention purposes
- To assist with police investigations and/or enquiries and/or comply with statutory and regulatory obligations.

We may also use the information that we collect to send you and Cardholders information that we think may be of interest [unless you opt out of marketing. .

We may share information on you or Cardholders with the John Lewis Partnership who are our business partners and will not pass your information onto any other Third Parties.

We may also use this informationa to help us to monitor, assess and carry out statistical, product and market analysis, (including credit and behavioural scoring) for our businessInformation provided by the you and any Card holders and information generated in relation to your Account shall be held and used by us in compliance with the Data Protection Act 1998.

Information that we collect from you may be processed by us in any country in which we or Worldline operates or by third parties in any country. Some of those countries (for instance the United States) do not have data protection laws in place that are equivalent to those in the UK and your rights in those countries may not be as strong. You expressly consent to those transfers.

John Lewis Partnership security and privacy policy can be found at <http://www.johnlewis.com/customer-services/security-privacy>
