

TERMS & CONDITIONS

- 1 These conditions apply to the sale of all Next Gift Cards by Next Retail Limited of Desford Road, Enderby, Leicester LE19 4AT ("Next") to the purchaser of the Gift Cards ("Customer").
- 2 Next will aim to deliver Gift Cards as follows: (i) where orders are received before 10.00am – the next Working Day; and (ii) where orders are received after 10.00am – within 2 Working Days. Working Days are Monday to Friday excluding any public holidays. The delivery times are estimates only and time for delivery is not of the essence. Where payment is made by cheque Next reserves the right to delay despatch of the Gift Cards until such time as the cheque has been cleared.
- 3 Risk in the Gift Cards will pass to the Customer as soon as the Gift Cards are dispatched to the Customer. Title in the Gift Cards will remain with Next until payment in full of all outstanding sums due by the Customer has been received by Next.
- 4 Payment terms are 30 days from the date of the invoice unless otherwise agreed in writing. Time for payment is of the essence. If the Customer fails to make any payment in full on the due date Next may charge the Customer any reasonable additional administration costs and interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of Barclays Bank Plc. Such interest shall be compounded with monthly rests.
- 5 Where an account has not been paid by the due date Next reserves the right to suspend the account without notice until payment has been received in full.
- 6 The Customer may not withhold payment of any invoice or other amount due to Next by reason of any right of set-off or counterclaim which the Customer may have or allege to have or for any reason whatsoever.
- 7 Credit facilities are available, subject to status and acceptance. Next may require payment with order for successive orders before a credit facility is made available to the Customer. In the event that an application is accepted the Customer will be notified of the credit limit available to them. If the Customer exceeds the stated credit limit Next shall be entitled to suspend performance of its obligations hereunder without liability to the Customer.
- 8 The Customer shall not make Active Sales of the Gift Cards to customer groups that Next has reserved exclusively to itself. The list of such exclusively reserved customer groups [is attached to these Terms and Conditions]/[is held by Next] , may be updated by Next from time to time and shall be provided to the Customer by Next on request. For the avoidance of doubt, nothing in these Terms and Conditions shall prevent Passive Sales of the Gift Cards by the Customer to customer groups exclusively reserved by Next to itself.
- 9 In clause 8 of these Terms and Conditions, the terms "Active Sales" and "Passive Sales" shall be interpreted as follows:
 - "Active Sales" means actively approaching individual customers, including by direct mail and visits and/or actively approaching a specific customer group or customers in a specific territory through advertisement in media, on the internet or other promotions specifically targeted at that customer group or targeted at customers in that territory;
 - "Passive Sales" means responding to unsolicited requests from individual customers including delivery of goods or services to such customers and includes general advertising or promotion and online advertising not specifically targeted at a particular customer group or at customers in a particular territory.
- 10 All intellectual property rights in the Gift Cards remains the property of Next. No corporate title, designation, service mark, trade mark or any other trading name or style of Next may be used, or adopted by the Customer without the consent of Next first having been obtained in writing.
- 11 No confidential information whether written or oral about the business or operations of Next shall be disclosed by the Customer to any third party without the prior written consent of Next. For the avoidance of doubt confidential information includes but is not limited to information on Next discount structure, sales policy and operational procedures.
- 12 Any short delivery must be notified to the Next Business to Business Department in writing within 4 days of delivery. Non-delivery must be notified in writing to the Next Business to Business Department as soon as is reasonably practical or within 24 hours of receipt of invoice whichever is the earlier.
- 13 Gift Cards cannot be exchanged for cash.
- 14 All Gift Cards are sold subject to the Terms and Conditions printed thereon.
- 15 None of these terms and conditions may be changed or varied except in writing and signed by an authorised representative of Next. Any terms and conditions contained in Customers' purchase orders shall have no force or effect unless expressly accepted and signed by a director of Next.
- 16 Next reserves the right to alter any of the terms and conditions herein on reasonable notice in writing to the Customer. Such changes shall not affect any orders placed before the variation.
- 17 Information provided by the Customer about itself may be used by Next or any of its associated companies for marketing, credit and/or risk assessment purposes. Information relating to the contract between Next and the Customer may also be disclosed for credit scoring, administration and financing purposes and for fraud prevention. The Customer consents to receiving marketing material by email, post, fax and telephone.
- 17 The failure by Next to enforce at any time or for any period any one or more of the terms herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms of this contract.
- 18.1 Next shall have no liability for any matters which are outside its reasonable control.
- 18.2 Next shall have no liability to the Customer for any (i) consequential losses; (ii) loss of profits and/or damage to goodwill; (iii) economic and/or other similar losses; (iv) special damages and indirect losses; and/or (v) business interruption, loss of business, contracts, opportunity and/or production.
- 18.3 Next's total liability to the Customer in relation to any one claim shall not exceed the value of the Gift Cards to which that claim relates.
- 18.4 Each of the limitations and/or exclusions in this contract shall be deemed to be repeated and apply as a separate provision for each of the following categories of liability: (i) liability for breach of contract; (ii) liability in tort (including negligence); (iii) liability for breach of statutory duty; and (iv) liability for breach of common law; except clause 18.3 above which shall apply once only in respect of all the said types of liability.
- 18.5 Nothing in this contract shall exclude or limit the liability of Next for death or personal injury due to its negligence or any liability which is due to Next's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- 18.6 Nothing in this contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.
- 19 All third party rights are excluded and no third party shall have a right to enforce any part of this contract.
- 20 This contract is subject to English law and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
- 21 For the avoidance of doubt, the Next refund policy applicable to purchases by consumers instore and online shall not apply.
- 22 "Regulatory Compliance
- 22.1 Bribery. The Customer shall, and shall procure that its employees, subsidiaries, agents, sub-contractors, consultants and any other person providing services on its behalf in connection with these Conditions shall (i) comply with applicable anti-bribery and corruption laws (including the UK Bribery Act 2010) ("Anti-Bribery Laws") and will not cause Next to be in breach of the Anti-Bribery Laws, and in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of, or transfer, a financial or other advantage to any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift or to any other person with the intention of inducing or rewarding the improper performance of a function or activity (ii) maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to these Conditions that would constitute an offence under any applicable Anti-Bribery Laws and (iii) inform Next of any request by a third party for payment of a bribe in connection with these Conditions.
- 22.2 Tax Evasion. The Customer shall, in connection with these Conditions, take all reasonable steps to ensure no offence is committed by it under Part 3 of the Criminal Finances Act 2017 (corporate offences of failure to prevent facilitation of tax evasion).
- 22.3 Sanctions. The Customer undertakes to Next, in connection with these Conditions, to adhere to all applicable trade economic or financial sanctions laws, regulations embargoes or restrictive measures administered enacted or enforced by any sanctions authority from time to time (including for the avoidance of doubt and without limitation the Security Council of the United Nations, the United States of America, the United Kingdom and/or the European Union and its member states).
- 22.4 Modern Slavery
 - (i) The Customer shall and shall procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with these Conditions shall (a) comply with all applicable laws relating to slavery, servitude, forced or compulsory labour or human trafficking, including without limitation the Modern Slavery Act 2015 as amended to replaced from time to time ("Anti-Slavery Laws"), (b) not do or omit to do any act or thing which constitutes or may constitute an offence under any Anti-Slavery Laws, (c) not knowingly employ or engage in any practices which constitute or may constitute an offence under any Anti-Slavery Laws and not knowingly appoint or contract with any person who has been convicted of or prosecuted in any jurisdiction in relation to an offence or alleged offence under any Anti-Slavery Laws, (d) not commit any act or omission which causes or could cause Next to breach, or commit an offence under, any Anti-Slavery Laws.
 - (ii) The Customer shall provide Next with such assistance and information as it reasonably requires from time to time to (a) perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws, (b) prepare a slavery and human trafficking statement as required by section 54 of the UK Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act, and (c) to conduct due diligence and to measure the effectiveness of the steps it is taking or wishes to take to ensure that modern slavery practices are not taking place in its supply chain.
- 22.5 Audit and Termination
 - The Customer shall keep accurate and up to date records as may be reasonably required to demonstrate compliance with the provisions of this Condition 18, permit Next and its authorised representatives to audit such records upon reasonable prior notice and to promptly notify Next of any breach of this Condition 18 in connection with these Conditions.
 - (ii) In the event of a breach by the Customer of any part of this Condition 18, Next shall be entitled to terminate any contract incorporating these Conditions upon not less than 30 days' written notice to the Customer.
- 23 The Customer shall procure that it and its business customers (if any) ensure that consumers to whom Gift Cards are sold agree to abide by the Next terms of use for Next Gift Cards as amended from time to time by Next, save that no such customer or consumer shall be bound by the provisions of clauses 8 and 9 of these Terms and Conditions.