



Business Account Application Form

PLEASE COMPLETE IN BLOCK CAPITALS AND ONCE COMPLETE PLEASE RETURN TO:
WILKO RETAIL LIMITED, ROEBUCK WAY, MANTON WOOD, WORKSOP, NOTTS. S80 3EG

YOUR DETAILS		
MR/MRS/MISS/OTHER:	FIRST NAME:	SURNAME:
COMPANY/TRADING NAME AND REGISTERED OFFICE ADDRESS:		
INVOICE ADDRESS (if different from above)		
COMPANY NO (if applicable):	VAT NO (if applicable):	
EMAIL:	TEL NO:	MOBILE:
IS YOUR BUSINESS?	<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> LOCAL AUTHORITY HOUSING	<input type="checkbox"/> HOUSING ASSOCIATION
	<input type="checkbox"/> LIMITED COMPANY	<input type="checkbox"/> OTHER (Please specify):
ESTIMATED 28 DAY CREDIT LIMIT REQUIRED (Note: this is no guarantee or obligation that such limit will be given):		
PLEASE PROVIDE TWO TRADE REFERENCES (CONTACT NAME, NAME OF COMPANY, ADDRESS, TELEPHONE AND EMAIL ADDRESS):	REFERENCE 1:	REFERENCE 2:

USE OF INFORMATION
<p>We may need to disclose your information to our third party agents including but not limited to credit references agencies for the purposes credit checking and fraud prevention. We will also record your purchasing preferences and may use your information for marketing purposes.</p> <p>We would like to contact you from time to time with information about goods and services which we feel may be of interest to you or with special offers or deals. Please indicate below if you would like us to contact you and how we may do so:</p> <p><input type="checkbox"/> email <input type="checkbox"/> text <input type="checkbox"/> post <input type="checkbox"/> telephone</p>

CUSTOMER DECLARATION
<p>I/We the undersigned apply to Wilko Retail Limited for an account. I/We declare that the information given above is accurate. I/We confirm that we have read the Business Account Terms and Conditions of Sale attached to this form. Wilko Retail Limited reserves the right to terminate this agreement for an account without notice upon breach of any of the Business Account Terms and Conditions of Sale.</p> <p>SIGNED: _____ NAME (Please Print): _____</p> <p>POSITION: _____</p> <p>DATE: _____</p>

****This form should be signed as follows: Sole trader - by the sole trader; a partnership - by each partner; a limited company by a director; and a housing association by a duly authorised signatory****

BUSINESS ACCOUNT TERMS AND CONDITIONS OF SALE

The Customer's attention is drawn to clause 6

In these Conditions:

Account	means the Customer's account provided by Wilko for the purchase of Goods
Conditions	means the terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between Wilko and the Customer
Contract	means the contract for the purchase of the Goods
Credit Limit	means the maximum amount of trade credit that Wilko will give to the Customer as may be amended or reviewed by Wilko at its absolute discretion from time to time
Customer	means a company, individual or other entity placing an order for Goods as specified in the Order
Goods	means the goods supplied by Wilko to the Customer
Order	means the Customer's order, whether in electronic form or otherwise
Wilko	means Wilko Retail Limited (company number 365335) whose registered office is at JK House, Roebuck Way, Manton Wood, Worksop, S80 3EG
Writing	includes email and other comparable means of communication but excludes facsimile transmission.

1 THE ACCOUNT

- 1.1 This is an agreement between Wilko and the Customer and governs the terms upon which Wilko will provide the Account to business users.
- 1.2 By using the Account, the Customer hereby agrees to be bound by these Conditions. **The Customer should not use the Account if they do not agree with these Conditions.**
- 1.3 Upon approval of the Application Form and from time to time, Wilko will set or revise the Credit Limit. The Customer will be informed of the Credit Limit and must not exceed it. Exceeding the Credit Limit may result all amounts becoming immediately due and payable, termination of this agreement and closure of the Account in accordance with Condition 5.
- 1.4 Nothing in these Conditions shall place any obligation upon Wilko to provide the Account and/or a Credit Limit and Wilko may in its absolute discretion refuse any application for an Account.
- 1.5 When the Customer makes an application for an Account, Wilko may share information with credit reference and fraud prevention agencies in order to verify the Customer's identification, creditworthiness and for the purposes of fraud and loss prevention.
- 1.6 All Orders or purchase of the Goods on the Account shall be subject to these Conditions.
- 1.7 These Conditions are supplemental to any terms and conditions specific to the Goods.
- 1.8 The Customer should inform Wilko immediately if:
 - 1.8.1 it becomes aware that the Account is being misused, whether fraudulently or in any other way; or
 - 1.8.2 the Account statement appears to wrongly include an item.
- 1.9 Until the Customer notifies Wilko of these events, the Customer will be liable for any losses Wilko suffer as a result of any misuse of the Account.
- 1.10 In order to protect the Customer, Wilko may cancel, suspend or restrict the Account if it suspects any fraudulent use or abuse of the Account. This shall place no obligation upon Wilko to monitor the Account.

2 ORDERS

- 2.1 An official order form and some proof of identification must be taken to the store when purchasing Goods on the Account.
- 2.2 The order form must contain the following:
 - 2.2.1 Customer's Wilko Account number;
 - 2.2.2 Customer's purchase order number;
 - 2.2.3 Name, address, and telephone number of the Customer;
 - 2.2.4 Signature and printed name of the person collecting the Goods on behalf of the Customer; and
 - 2.2.5 Description of Goods to be purchased.
- 2.3 In order to prevent abuse or fraud of the Account, Wilko retain the right to withhold delivery or refuse the sale of the Goods until the above information has been received and where appropriate, validated.
- 2.4 The Customer, or individuals purchasing Goods on behalf of the Customer, will be given a receipt at the time of purchase or the Customer will be sent a receipt with any Goods delivered. The Customer should retain the receipt for its records.
- 2.5 The Customer will be sent an invoice for each purchase unless Wilko and the Customer otherwise agree in writing.

3 PRICE AND PAYMENT

- 3.1 The price of the Goods is the price displayed in-store, in the Wilko catalogue or on the Wilko.com website.
- 3.2 Payment should be made to the address on the invoice within 28 days of receipt.
- 3.3 All invoices must be paid by BACS or CHAPS.
- 3.4 If the Customer does not repay the outstanding balance on the Account in full and on time, the Customer may be charged interest under the Late Payment of Commercial Debts (Interest) Act 1998 on any such overdue amounts from the due date until payment is made in full.
- 3.5 If the Customer does not repay the outstanding balance on the Account in full and on time, Wilko may also add to the Account the costs and reasonable charges it incurs.

4 DELIVERY, INSPECTION AND OWNERSHIP

- 4.1 If the Customer does not collect the Goods from a Wilko store and such Goods have been ordered through the catalogue or online, Wilko will deliver the Goods to the Customer. The Customer should ensure that they select the most appropriate delivery option.
- 4.2 Delivery dates are given as estimates only. Time shall not be of the essence.
- 4.3 The Customer will be required to have someone present to accept and sign for the delivery of the Goods. The Customer shall do everything that they can to ensure that the delivery can take place on the time and place agreed in the Order.
- 4.4 If Wilko is unable to deliver the Goods due to the Customer's availability then the Customer may be charged any additional carriage costs to redeliver the Goods.
- 4.5 Wilko shall not be liable to the Customer for any damages (whether direct or indirect) resulting from any delay in delivery of the Goods.
- 4.6 Risk in the Goods shall pass to the Customer upon delivery.
- 4.7 The ownership of the Goods shall remain with Wilko until the Goods are paid for in full.
- 4.8 Until ownership passes, the Customer will hold the Goods as Wilkinson's fiduciary agent and as bailee and will be stored separately from other goods.

5 TERMINATION

- 5.1 Wilko may close the Account at any time by providing the Customer with one month's notice in writing or immediately if the Customer exceeds the Credit Limit or if the Customer breaks any of these Conditions or the terms on which the Customer purchased the Goods or if any of the following happens (or Wilko reasonably believes is likely to happen):
 - 5.1.1 the Customer ceases or threatens to cease to carry on its business;
 - 5.1.2 the Customer, if an individual, dies or if a partnership is dissolved;
 - 5.1.3 the Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
 - 5.1.4 the Customer suffers any similar or analogous event to those noted in Conditions 5.1 to 5.1.3 above.
- 5.2 In the event that the event that Wilko closes the Account for any of the reasons set out above, then all amounts outstanding will become immediately due and payable.
- 5.3 The Customer may end this agreement at any time by giving Wilko notice in writing. Any outstanding amounts remaining on the Account must be paid immediately in full.

6 LIABILITY - IMPORTANT PLEASE READ

- 6.1 Wilko will not be liable to the Customer for misrepresentation (unless fraudulent), common law duty or under any express or implied term of this contract for: any losses which are not foreseeable by both Wilko and the Customer when the Contract is formed arising in connection with the supply the Goods or their use by the Customer; any losses which are not caused by any breach by Wilkinson; or business or trade losses.
- 6.2 **THE GOODS HAVE BEEN SELECTED AND TESTED FOR DOMESTIC USE ONLY: WILKO DO NOT ACCEPT LIABILITY FOR THE FITNESS OF THE GOODS FOR BUSINESS PURPOSES, NOR DO WILKO ACCEPT ANY LIABILITY FOR LOSS OF USE OF THE ITEM.**
- 6.3 Without prejudice to the other Conditions, Wilkinson's total liability for all claims arising from any act or default however arising shall not exceed the purchase price of the Goods which are the subject matter of the claim.
- 6.4 Nothing in these Conditions shall limit or exclude Wilkinson's liability to the Customer for things which Wilko cannot, by law, limit or exclude and, further, nothing in these Conditions means that Wilkinson's liability to the Customer for death or personal injury resulting from Wilkinson's negligence or that of Wilkinson's employees, agents or subcontractors is limited.
- 6.5 The Customer agrees that where the Goods (being electrical goods) become waste, the Customer (not being a consumer) shall be responsible for their correct disposal and any resulting costs arising from such disposal in accordance with Directive 2002/96/EC (the WEEE Directive).

7 GENERAL

- 7.1 Wilko may send any notice to the Customer at the address the Customer provides on the Application Form or may notify Wilko from time to time. The Customer should notify Wilko at JK House, Roebuck Way, Manton Wood, Worksop, S80 3EG if the Customer changes their address.
- 7.2 Any notice given by first class post will be regarded as served 2 days after the date of posting.
- 7.3 Wilko may vary these Conditions at any time.
- 7.4 This agreement shall be governed by the laws of England and Wales.