

Decorating Card Account Application Form

PLEASE COMPLETE IN BLOCK CAPITALS AND ONCE COMPLETE PLEASE RETURN TO:
WILKO RETAIL LIMITED, JK HOUSE, 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

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.

CUSTOMER DECLARATION

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 Decorating Card Account Terms and Conditions 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 Decorating Card Account Terms and Conditions.

SIGNED:

NAME (Please Print):

POSITION:

DATE:

****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****

DECORATING GIFT CARD ACCOUNT TERMS AND CONDITIONS

In these Terms:

Account	means the Customer's account provided by Wilko for the purchase of Gift Cards
Terms	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
Agreement	means the Decorating Gift Card Agreement for the purchase of the Gift Cards (attached to these Terms)
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 Gift Cards as specified in the Order
Delivery Location	the location specified on an Order for the delivery of the Gift Cards
Gift Cards	Wilko's Decorating Gift Cards as described in the Order
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 This agreement provides the terms upon which Wilko will provide an Account to business users. These Terms are supplemental to any terms and conditions specific to the Gift Cards.
- 2 Nothing in these Terms 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.
- 3 The Customer should inform Wilko immediately if:
 - a) it becomes aware that its Account is being misused, whether fraudulently or in any other way; or
 - b) the Account statement appears to wrongly include an item.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.
- 4 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.
- 5 An Order constitutes an offer by the Customer to purchase the Gift Cards subject to these Terms. Wilko shall be entitled to refuse any Order in its sole discretion. These Terms shall apply to the entire exclusion of any other terms and conditions contained or referred to in the Customer's confirmation of Order or any other document supplied by the Customer. No variation to the Order or these Terms shall be binding unless agreed in Writing between Wilko and the Customer. The execution of the Order shall be sufficient to infer acceptance of these Terms.
- 6 Wilko will dispatch the Gift Cards as soon as reasonably possible after accepting an Order and (subject to Condition 7) receiving payment. Risk of loss or damage to the Gift Cards will pass to the Customer upon delivery. Ownership of the Gift Cards will remain with Wilko until the Gift Cards are paid for in full by the Customer. In the event of transfer of Gift Cards by the Customer before ownership has passed to the Customer, any money received by the Customer will be held on trust for Wilko. Where the Customer has not paid for any Gift Cards in accordance with the agreed payment terms, Wilko may deactivate any or all of the Gift Cards and/or require the Customer to deliver up such Gift Cards and, if the Customer fails to do so, Wilko will be entitled to enter any premises where the Gift Cards are stored in order to recover them.
- 7 Customers may apply to Wilko for credit in relation to the purchase of Gift Cards, such credit to be granted at the sole discretion of Wilko. The Customer will be informed of the Credit Limit and must not exceed it. If Wilko agrees to offer credit terms to a Customer, payment for the Gift Cards must be made within 14 days of receipt of invoice. 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 8. In processing an application for credit Wilko may search the files of credit reference agencies who will supply them with credit information, as well as information from the electoral register. These agencies may record details of this search regardless of the outcome of the application. Credit searches and other information which is provided to Wilko and/or these credit reference agencies about the Customer or any persons with whom the Customer is financially linked may be used by Wilko and other companies in this and future credit decisions.
- 8 Wilko may deactivate any or all of the Gift Cards and/or may close an Account and refuse to provide any services in relation to Gift Cards and demand delivery up of any Gift Cards and related promotional materials, if the Customer exceeds the Credit Limit or if the Customer breaks any of these Terms on which the Customer purchased the Goods or if any of the following happens (or Wilko reasonably believes is likely to happen):

- a) the Customer ceases or threatens to cease to carry on its business;
- b) the Customer, if an individual, dies or if a partnership is dissolved;
- c) 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;
- d) the Customer suffers any similar or analogous event to those noted in 8a) to 8c) above.

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.

- 9 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.
- 10 The price of the Gift Cards shall be stated in the Order and if not so stated, shall be the current retailing price of the Gift Cards. The price shall be inclusive of any applicable value added tax, but exclusive of all charges for packaging and delivery of the Gift Cards.
- 11 If Wilko is unable to deliver in accordance with the Order, it will notify the Customer (provided correct contact details have been provided by the Customer) as soon as reasonably practicable. The Customer must notify Wilko as soon as they are aware of non-delivery, or have any reason to suspect non or late delivery. The Customer must also notify Wilko as soon as becoming aware of any discrepancy in value from that ordered to the value loaded on to a Gift Card and in any event not less than 3 days following delivery.
- 12 Wilko shall not be liable to the Customer for misrepresentation (unless fraudulent), breach of common law duty or under any express or implied term of this Agreement for (1) any indirect, special or consequential losses, costs or damages (including without limitation loss of profits, loss of business revenue, opportunity or losses foreseeable at the point at which an Order is placed (2) any losses which are not directly caused by any breach by us or (3) business or trade losses. Wilko's total liability to the Customer in any event shall be limited to the value of the Gift Card in respect of which the loss arose. Nothing in this contract shall limit or exclude Wilko's liability to the Customer for things which Wilko cannot, by law, limit or exclude.
- 13 The Customer acknowledges that the Gift Cards may be redeemed subject to the terms and conditions contained on the card carrier (as amended from time to time) and that Wilko sells goods that have been selected and are suitable for domestic use only. The Customer shall and shall procure that those individuals who redeem the Gift Card do not use it to purchase products that will be used in the course of business or trade.
- 14 Wilko may cancel the Order without liability in respect of all or part only of the Gift Cards by giving reasonable notice to the Customer at any time prior to delivery of the Gift Cards. Wilko reserves the right to defer the date of supply, delivery or payment or to cancel the Agreement or reduce the volume of Gift Cards ordered without liability if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control.
- 15 Unless otherwise agreed in Writing by Wilko, Wilko shall be entitled to all property, copyright and all other intellectual property rights in the Gift Cards and the Customer shall not be entitled reproduce, copy, use or otherwise utilise such intellectual property without the prior consent of Wilko in Writing.
- 17 Wilko grants the Customer a limited, revocable, non exclusive, non-transferable royalty free licence to use the Gift Cards and logos and other promotional images solely in the manufacture of materials used to market and promote the Gift Cards in on the following terms: (a) to not produce, distribute or otherwise use any of these materials or alter in any way the marks without Wilko's prior written approval; (b) to provide Wilko with any communication it receives regarding these materials or to otherwise prejudice or invalidate a registration or application for registration of any of these marks.
- 18 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. Any notice given by first class post will be regarded as served 2 days after the date of posting.
- 19 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.
- 20 A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 21 Wilko may vary these Terms at any time.
- 22 These Terms and the Agreement shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.