Trade account application form

If you are a trade cash customer, please apply online at: **wolseley.co.uk**





MUST BE COMPLETED USING A BLACK BALLPOINT PEN

Welcome to **Wolseley**

Thank you for choosing to open a trade account.

Wolseley is the UK's largest plumbing, heating and cooling trade specialist merchant, supplying a wide variety of specialist products to customers every year across the domestic, commercial and industrial sectors.

We look forward to receiving your application and working with you in the future.



Extended and exclusive product range

We're extending our range of products and ensuring more stock is available so that you'll always get the everyday items where you need them.

Ask about our always-available Wolseley Exclusive Range offering great value and choice.

Easier and earlier collections

We've introduced overnight deliveries, which means you can lay your hands on more products when you need them.

(R) .

Order by phone, online or in branch before 4.30pm and collect next day in branch from 7.30am.*

Or have it delivered next day to an address of your choice by 10.30am.**

** Express service payable by account customer and subject to geographic restrictions. wolseley.co.uk/terms-and-conditions



Manage your account



10% off[†]

your first online order



wolseley.co.uk

Our website helps you manage your business and now work even smarter.

P

Check stock and prices

View availability and personalised trade prices.



Order online

For collection at any branch

D

or delivery to site.

And check the status of all orders, whether placed in branch or online.

ng title IF APPLIC				
se provide a lette				
trading address: se name/number				
Stree				
Towr				
County			Postcode:	
Country				
Tel no		Fax no):	
ary account cont	act email:			
the email that will be	set up as the wolseley.co.uk account adm	INISTRATOR		
Principal	s/directors To be com	nleted by ALL annlicants		
you a	Sole trader	Partnership	Plc/ltd co	LLP
information is mandat	address of all principals/direct ry for all sole traders, partners and direct dresses are required – not service addres	tors of Limited Companies that have not filed at lea	st one years' statutory accounts	with Companies
Name:		Name:		
Address:		Address:		
Postcode:		Postcode:		
ate of birth:		Date of birth:		
Mobile No:		Mobile No:		
		Name:		
Name:				
Name: Address:		Address:		
		Address:		
		Address:		
		Address: Postcode:		
Address:				
Address: Postcode:		Postcode:		

Name:	
Address:	
Postcode:	
Date of birth:	
Mobile No:	
Name:	
Address:	
Postcode:	
Date of birth:	
Succ of birth.	
Mobile No:	

Parent company name:

4. Bank details To be completed by ALL applicants

Bank name: Sort code:

Account no:

Wolseley Bank Details: Bank name: Wolseley UK Ltd Sort code: 30-00-02 Account no: 00340737 BACS is our preferred method of account payment. See wolseley.co.uk/ways-to-pay

MUST BE COMPLETED USING A BLACK BALLPOINT PEN

5. Your business To be completed by ALL applicants

Plumber	Builder	Groundworks						
Merchant	Heating Engineer	Refrigeration						
Renewables	Air Conditioning	Electrician						
Internet Trader	Other (please state):							

Type of work Please tick all that apply /

iype of work Fleuse lick all that apply v							
New	Residential	Public					
Refurb	Non-residential	Private					
M&E	Utilities						

£1,000,000+

Anticipated monthly spend on materials

Have you ever been an account customer with any Wolseley company before? If so, previous account number:

Number of years trading:

Which product type will be your primary trading business? Please tick ✓

Plumbing	Heating	Cooling		Drainage		Pipe		Parts
Primary account	contact			mber of emp	loyees s Please tick ✓		nual turnover	
Title: First Name:			-	1-5			£1 – £19,999	
Surname:			-	6-10 11-19		ŀ	£20,000 - £49,99 £50.000 - £99.99	
Mobile No:			-11:	20-49			£100,000 - £99,99	
eBilling email:	f different from primary acc	ount contact email		50-99			£200,000 - £499,	999
		f your invoices to your eBilling em	ail.	100-199		-	£500,000 - £1,00	0,000

If you wish to discuss alternative options please contact our Data support team (customer.data@wolseley.co.uk) To find out more, visit wolseley.co.uk/ebilling

6. Data protection

By default you will be opted out of all marketing, however if you wish to opt in, please visit wolseley.co.uk/privacy. Your personal data will be handled in accordance with our privacy policy, available at wolseley-terms.co.uk. By signing this application form you confirm you have read, understood and accept our Privacy Policy. We will use the information collected on this form to register your account, for our internal record keeping, to administer promotion scheme such as Extra points scheme and to assess your credit worthiness, which may involve passing the information to credit reference agencies, and receiving information from them about you. If we do use the information to make a search with a credit reference agency, that agency will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with the credit reference agency. We will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

200+

7. Confirmation To be completed by ALL applicants

1. For Limited/LLP and PLC a Director or Company Secretary will need to sign the application. 2. For sole traders the owner of the account needs to sign. 3. For Partnerships all partners need to sign. 4. For Clubs/Associations the Secretary/Treasurer needs to sign.

In signing this application, I/We acknowledge and agree that I/We have read and understood the Conditions of Business enclosed with this pack and that these Conditions (as the same are updated from time to time and are available at www.wolseley-terms.co.uk) shall govern all transactions.

Customers signature:	Please print name:	Position in company:
Customers signature:	Please print name:	Position in company:
Customers signature:	Please print name:	Position in company:
Customers signature:	Please print name:	Position in company:

Date:

IMPORTANT – PLEASE DO NOT COMPLETE THIS SECTION – Branch use only

Branch name:		в	Branch code:			
Branch manager's comments:						
Credit limit required Please tick 🗸 £1,	,000 £3,000	£5,000 £7,500	£10,000 Other £			
Branch Manager's signature/Account Manager's name:						
Date:						

TERMS AND CONDITIONS OF SALE (Effective December 2018) HOW TO READ THESE TERMS

In these Terms, words and phrases that start with a capital letter have the meanings set out in

- the table at the end, in clause 21. A reference to a "person" includes an individual or a business (however it is formed). A reference to a piece of legislation (for example, and of Parliament), should be interpreted as a reference to that legislation as amended or re-enacted. It also includes any subordinate ation made under it.
- Words and phrases such as "including", "includes", "for example", "such as" and "in partit should be interpreted as illustrative and are not intended to limit the description or list o
- writing" or "written" includes email but not fax.

FORMING A CONTRACT

- CHORING A LOW INCL I we accept your offer (which we may do at our discretion) then a binding Contract between you and us will come into existence. Each Contract between you and us shall incorporate your Order, these Terms and any agreed pericai Terms. If there is any conflict or inconsistency between them, then they shall be ted in the following order of precedence:

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- u and us and shall apply to the exclusion of any terms and conditions that you seek to
- you am so can also isola pagly observice the bismolifie of any terms and unclassists with you seek of dealing. If the support of Goods or Services to you is in circumstances which would give rise to a Construction Control within the means the event of a conflict the provision of HA L4 and H6 Regenerations A1996 then is then shall prevail over the terms to the extent HA L4 and H6 Regenerations and the shall prevail over these terms to the extent of sports. 2.4
- effect to that Act but not further or otherwise. If we have given you a quotation, estimate or similar (whether in writing or orally) then this is 2.5 merely an invitation to you to do business with us and not an offer which is capable of being accepted by you. However, if you wish to place an Order based on a quotation, estimate or similar then you must state the date, the reference of that quotation or estimate and address
- Any samples, drawings, descriptive matter, particulars of weight and dimensions or advertising
- Any samples, drawings, descriptive matter, particulars of weight and dimensions or advertising issued by us are approximate only and intended purply as an indication of the Goods and Services that we offer and shall not form part of the Contract. **COLLECTION AND DELIVERY** Unless we have agreed in writing to deliver the Goods to you (in which case clause 32 applies), you agree to collect the Goods from Our Premises, which is days from the time that we tell you that the Goods are ready for collection. If you fail to collect the Goods within 5 days then we may (at our option): 311. store the Goods and charge you a fee for doing so; or

- 312. cancel your Order. Where we have agreed to deliver the Goods to you, then we shall do so at your cost, using a delivery method chosen by us (at our discretion) and to such address in the United Kingdom as is agreed between you and us or, if no such address is agreed, to any address of yours to which we have previously sent correspondence and/or Goods. If we or our agents arrive at the delivery address as set out in clause 32 and are unable to deliver the Goods for any reason, then you areasonable additional charge for us to make an additional visit, as well as any costs we incur in storing the Goods. 3.2
- If we have given an indication of dates or times for collection or delivery, then you agree that these are estimates only. Time is not "of the essence" in relation to the performance of any o
- these are estimates only. Time is not 'of the essence' in relation to the performance of any of our obligations under the Contact. You agree that we will not be liable for any costs or losses (direct or indirect) that you may incurs as a result of any delivery or delays to delivery including (but not limited to) where this is caused by events, circumstances or causes beyond our reasonable control or by your failure to give us adequated delivery instructions. Delivery shall be deemed to have been completed when the first of the following take place: 16.1. The Goods are made available for unloading at the delivery address set out in clause 3.2, 16.3. The Goods are deposited at the delivery address set out in clause 3.2. 16.3. The Goods are deposited at the delivery address set out in clause 3.2. not representative is not present at the time of the deposit. 35

- your representation of the second se
- the warranty set out in clause 81. 38. We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment 4. CANCELLATION OF YOUR ORDER Definition of the invoice of the state of the state
- fore we have informed you that the Goods are ready for collection or delivery, we only permit to cancel or change an Order with our written permission in advance. re the Goods have already been collected or delivered, then we will only accept returns if:
- note: ene doubs have anaday users current to reserve to, user we will only 421. we have agreed in writing. 422. the Goods are returned within three weeks of collection or delivery. 423. the Goods are new and nunsed; 424. all packaging is unmarked, unlabelled and undamaged; 425. you provide the invoice number, date and reason for return; and

- 4.25. you agree to pay such reasonable restocking charge as we require. PRIC AND PHYMBERT TERMS The price for the Goods and Services shall be our standard list price for the Goods and Services at the date of collection or delivery (less any discount that we have previously agreed with you in writing), which (unless otherwise agreed) is exclusive of the cost of packaging; insuring, ou in mining, mining the costs of the agreed of because of the costs of packaging, insuring, ansporting or storing the Goods for which we may charge an additional amount. You agree that e may vary our prices at any time up to the date of collection or delivery. Inless otherwise expressly stated by us in writing, all prices are exclusive of VAT chargeable
- 53
- u agree to pay our invoices in full (in cleared funds) within 30 days of the end of the month in ich the invoice is dated.
- which the invoice is dated. If you are a incorpotated entity or a partnership with four or more partners, if you are late in paying our invoices, you agree to pay interest on the overdue amount and compensate us for our debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. This obligation applies whether or not we have obtained a court judgment against you and is in 5.4
- addition to all other rights that we have under these Terms or generally at law. If you are any other type of business and are late in paying, we have legal rights to claim for our losses and to im statutory interest from you. sddition, as soon as you are late in paying any of our invoices, then all our other invoices to (under all contracts) will become immediately and automatically due and navable and we 55
- Will have a right to charge interest as described in clause 5.4. You agree that if you wish to pay our invoice by credit card then we are entitled to add an 56
- oice surcharge to reflect the administrative costs that we incur in processing commercial dit card payments. The rate of any such surcharge may be found at www.wolseley-terms. ~ agree to pay all sums due under the Contract in full and without any set-off. counterclaim.
- 13. MODERN SLAVERY ACT 131 We adree to complusive
- deduction or withholding. You agree that we may use any payment made by you to settle any of our outstanding invoices at our discretion, even where you have indicated that a payment relates to a specific invoice. 5.8.
- A shall pass from us to you on the completion of delivery or collection entity or partnership with four or more partners, title to the Goods If you are an incor
- If you are an incorporated entity or partnership with four or more partners, title to the Gor shall pasts toy our only when you have: 621. paid for the Goods in full (in cleared funds); 622. paid for nu or other goods that we have supplied to you under any contract. If you are any other type of business title to the Goods shall pasts to you only when you ha paid for the Goods in full (in cleared funds); Title Good and I other Goods supplied to you will paid for the Goods in full (in cleared funds). The total other Goods supplied to you will paid of the Goods in full (in cleared funds). The total other Goods supplied to you will paid for the Goods in full (in cleared funds). The total other Goods supplied to you will paid for the Goods regulated to the good supplied to the extent that those Goods re n your possession or control and there are any outstanding liabilities to us at any time unde
- tract. de to the Goods has passed to you, you agree: a store the Goods separately from all other goods and in such a way (with appropriate
- 64.1. to store the Goods separately from all other goods and in such a way (with appropriate labeling) that enables them to be readily identified as being our property.
 64.2. to keep the Goods in a satisfactory condition and insure them for the full price against all usual risks such as accordental damage fine and theft.
 65. Subject to clauses 6.5 and 6.6, we permit you to sell the Goods in the normal course of your business but on the basis that you hold the proceeds of sale on trust for us, and you shall account to us for them.
- account to us for them. We may revoke our permission for you to sell the Goods (under clause 6.4) immediately if: 6.6.1. you are late in settling any of our invoices (under the Contract or any other contract between us) by more than 7 day; 6.6.2. any cheque or similar instrument from you is not honoured; or 6.6.3. an insibuten [Veent occurs] 6.6.

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- 6.6.1. an Insolvency Event occurs. Where we have nervoked or premission for you to sell the Goods, then you shall make the Goods available for us to collect and allow us to enter your premises in order to do so, with no liability to account to you for any damage that we may cause. TERMINATION AND SUSPENSION In addition to any other rights we may have available to us (whether under these Terms or generally at law), we may terminate the Contract, in full or partially, or any other contract between us if. 17.1. You fail to pay on time any money that you over to us (under this Contract or any other), 17.2. You refues to take delivery or collect any of the Goods are required by the Contract; 17.3. An Insolvency Event occurs; 17.4. You branch the Contract in any way; 17.5. You refuse to permit or hinder performance of the Services.

- We may terminate in Mul or particularly or suspend our obligations under the Contract where we experience supply shortages. In such circumstances, the Contract shall be varied so that your obligation to purchase Goods under the Contract shall remain binding to the extent that we are able to meet your Order. 72
- erate an overall exposure limit in relation to you. This will be the maximum amount of unpaid for Goods or Services we will supply to you. If you reach this limit, we may refuse to supply further Goods or Services to you. We shall be entitled to require as a condition of docur resuming performance under this agreement the payment by you of any or all of the sums that you ove to us under any Contract. If we suspend performance of our obligations because of any of the events specified in clause 71 15.6. For the avo
- 74 and/or pursuant to clause 7.3, then we may require you to make a pre-payment of any charges under the Contract or provide us with some other form of security as a condition of us resuming 15.7. If you do not have an address for service within the United Kingdom, you agree to provide

performance of our obligations. In addition, if any of the events specified in clause 7.1 occurs then you agree that we will have a general lien over all monies and other property of yours that we have in our possession for any sums due to us from you.

- 8.1.
- 82

LIMITATION OF LIABILITY

982 (title and quiet possession);

shall in no circumstances be liable to you for

9.4.1. any indirect or consequential loss; 9.4.2. actual or expected profit or savings; 9.4.3. loss of data; 9.4.4. loss of production;

10. INTELLECTUAL PROPERTY INDEMNITY

11. FORCE MAIEURE

CONFIDENTIALITY

tional Trade Terms ("Incote

15. EXPORT

15.4. Y

9.4.5. loss of profit;

8.4.

9.2. SI

9.5.



to clause 8.3, we warrant that for a period of 12 months from delivery or collection the

- be of satisfactory quality and free from material defects in materials and workmanship
- 11.2. be free from material defects in design (weept where the design was provided to us by you or on your behalf);
 13.2. conform in all material respects with their description.
 If the Goods do not comply with the warranty set out in clause 81 then our only obligation und ranty set out in clause 8.1 then our only obligation under
- If the Goods do not comply with the warranty set out in clause 81 then our only obligation under the Contract or otherwise is to repair or replace any non-complying Goods or to refund the price you have paid for them, at our option, but only if. 821. You notify us in writing as soon as possible and in any event within 7 days after you discover that the Goods do not comply with the warranty set out in clause 81 and 822. You give us a reasonable opportunity to inspect the relevant Goods and for that purpose, at our request, you will return the Goods to us promptly al your risk and expense.
- at our request, you win return the doods to as promping a you rise and expense. We will have no tability under the warranty set our incluse & if if. 831. the Goods have not been stored correctly and safely. 832. you or anyone else has altered or attempted to repair the Goods; 833. the Goods have not been used, serviced or maintained correctly and in accordance with any recommendations made by us or in accordance with the purpose intended by the
- ally recommendations made by us of in a database where we perform memory of the manufacture of the Goods . See the Good share been fitted or incorporated into any parts, components, accessories or other equipment except in accordance with good industry practice, our recommendations or the recommendations and instructions of the manufacturer of the Goods. You agree that it is your responsibility to ensure that the Goods you have ordered are fit for the
- urpose for which you want to use them. For that reason, we give no warranty (and no wa hall be implied) that the Goods are fit for any particular purpose.
- At your request, we shall use our reasonable endeavours to transfer to you the benefit of any guarantee in respect of the Goods available from the manufacturer, but we reserve the right to require you to pay our costs of doing so.
- le warrant that we will provide the Services using reasonable care and skill.
- We agree to use reasonable endeavours to perform the Services in accordance with any time frames that you have made known to us in writing or that we have previously communicated to you, but you agree that any such times are estimated so noty. You agree that it is your responsibility to ensure that the Services to be provided are fit for your uproces. For that reason, we give no warrank (and no warranky shall be implied) that the
- poor pupped: I of using particular pupped. Bervices are fit for any particular pupped. If, in our reasonable opinion, the Services do not materially comply with the warranty set out in clause 86 then our only obligation under the Contact or otherwise is to re-perform the relevant Services or to refund the price you have paid for them.
- LMMTATION OF LABLITY Nothing in these Terms limits our liability for: 911. death or personal injury resulting from our negligence, or the negligence of our employees, genets or subcontractors; 912. fraud or fraudulent misrepresentation; 913. a breach buy or of the terms implied by section 2 of the Supply of Goods and Services Act
- 9.1.4. a breach by us of the terms implied by section 12 of the Sale of Goods Act 1979 (title and
- 914. a breach by us of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possesion). Subject to clause 91, you agree that your only remedy for: 921. a failure by the Goods to comply with the warranty in clause 81 is as set out in clause 82, and 922. a failure by the Goods to comply with the warranty in clause 81 is as set out in clause 82, and 92.1 a failure by the Goods to comply with the warranty in clause 81 is as set out in clause 82, and 92.2 a failure by the Goods to comply with the warranty in clause 81 is as set out in clause 82, 82, 83 and 92, and 92, and 92, and 92, and 92, and 93, and 93, and 93, and 92, and 94, our liability for all claims under a Contract shall be limited to the price of the Goods or Services to which the claim relates 01 if by amount of money that we are able to recover from the manufacturer of the relevant Goods (having deducted our costs of recovering that money). We shall no no rimentances.
- 9.45. loss of or damage to goodwilt; 9.47. loss of business, agreements or contracts; 9.42. Joss of business, agreements or contracts; 9.48. any loss which would not have arisen if you had compiled with your obligations in clause 3.7. He terms implied by sections 13 to 15 of the Sale of Goods Act 1379 and the terms implied by tions 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitte
- by law, excluded from the Contract. 9.6. This clause 9 shall remain in force even after the Contract has come to an end for whatever
- 9.7. Any Original Equipment Manufacturer (OEM) part numbers provided by us are given as a eference only, and no inference or implication beyond that of a useful reference tool should be
- or altered in any way (by us or on our behalf) in accordance Where the Goods are manufactured or attered in any way (by us or on our behau) in accu-with your specification, direction or instructions, or where we provide Services in accorda with your specification, direction or instructions, you agree to indemnify us and hold us mut your spectrataout in uncettor on interactions, you agreed to interaining to a rain total us (and each member of Our Group) harmless against all losses (whether direct, indirect or consequential), damages, costs and expenses awarded against us or incurred by us and wh wholly or partially, resulting directly or indirectly form any claim that we or any member of Group have infined the intellectual Property Rights of any person.
- We shall have no liability whatsoever for any failure to perform, or for any delay in the The definition of any of our obligations where the periodic is not any other by the first of the performance of any of our obligations under the Contract where this arises wholly or in part from events, circumstances or causes beyond our reasonable direct control. **AITI BREESE CORREPTION** You shall not, and you shall procure that your directors, employees, agents, representatives,
- contractors and sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery or anti-corruption laws, regulations and
- would considure an other of other and anti-orbary or anti-orropoon away, regulations and code, clinking the Sinberg At 2010.
 122. You agree that you have put in place adequate procedures designed to prevent any person working for or engaged by you or any other person in any way connected to this Contract, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including the Briberg At 2010.
 123. Any breach by you of this clause 12 entitles us to terminate the Contract by written notice with immediate effect

 - We agree to comply with: 131.1. the requirements of the Modern Slavery Act 2015 including, where applicable, the I are requirements on the modern spacery RL2 2013 including, where applicable, the requirement to publish a supply chain transparency statement under Section 54 of the Modern Slavery Act 2015, and ! our own compliance policies in connection with the Modern Slavery Act 2015.
 - 14.1.1. to keep Wolseley Confidential Information confidential and only disclose it to those of
- 14.2. You may disclose Wolseley Confidential Information without breaching this clause if you
 - are required to by law, a court of competent jurisdiction or any governmental or regulatory authority, but you agree to tell us in advance. This clause 14 shall remain in force even after the Contract has come to an end for whatever
 - You agree that this clause 15 applies where we supply you with Goods for export outside of the United Kingdom (regardless of whether or not we were aware that the Goods would be
- 15.2 The ICC (International Chamber of Commerce) 2010 Rules for the Use of Domestic and rms") shall apply We shall provide the Goods on the basis of
 - the EXW (ex works) Incoterm unless we have agreed otherwise in writing. You agree to reimburse us for any expenses we incur in providing the Goods for export, estage, packaging, carriage, freight, and handling charges;
- 15.3.3. currency conversion and banking charges applicable to the payment method used; and 15.3.4. any customs or other duties incurred in respect of the sale, export and import of the
 - ioods. ree that: iou are responsible for complying with all applicable laws relating to the possession, use,
- 15.4.1 you are responsible for complying with all applicable laws relating to the possession, use import, export, or resale of the Goods;
 15.4.2 you are responsible for obtaining, promptly and at your own cost, all licences and other consents in relation to the Goods that are required from time to time and, if we request, you agree to provide copies to us in advance of any export taking place;
 15.4.3. If or any reason you do not obtain all necessary licences or other consents in relation to the Goods will be eligible for any licences or consents in relation to the Goods will be eligible for any licences or consents in any description.
- destination; 154.5 you will not export or re-export the Goods in a manner contrary to applicable export law 54.5 you will not export into or through which the Goods are transported, including supplying the Goods to any entities or countries which are subject to sanctions or are ineligible to purchase the Goods under such laws;
- 15.4.6. you will ask us in advance in writing if you require us to assist you with preparing any documents to allow to expert the Goods in compliance with any relevant laws. 15.5. Unless we have agreed otherwise, all payments made by you for the Goods will be in pounds
 - dance of doubt, the United Nations Convention on the International Sale of Goods

written details of your designated service agent within the United Kingdom on request. You irrevocably appoint and authorise your designated service agent to accept service on your behalf of all lega process. Service on your designated service agent (or any such substitute) **DATA POINTCOM**. The Contract, the parties achousledge that each party shall bat in the capacity of Controller in relation to the Personal Date that it. Processes and that neither party

- shall act in the capacity of a Processor in respect of Personal Data to which the other party i
- the Controller for the purposes of the Contract. Each party, when performing its obligations under the Contract, shall comply with its respective obligations under Data Stravey Laws. 16.2. You agee that you have obtained all necessary rights, permissions and consents prior to disclosing any Personal Data to us. 16.3. We will comply with our Privacy Policy in relation to any Personal Data we collect about you.
- We will compay with our intracy roung in reasonance or in reasonance of the second A copy of the Privacy Policy can be found at www.wolseley-terms.co.uk if at any time we act as the Processor of any Personal Data on behalf of you, our Data Proce Terms shall apply and shall be incorporated into these Terms as on the same were set out he full. A copy of these terms can be found at www.wolseley-terms.co.uk 16.4.
- ENVIRONMENTAL AND RECYCLING CONSTRUCT AND ALL CLUBO Viou are responsible for dealing with all items of waste electrical and electronic equipment ("WEEE") that we supply to you in accordance with the Waste Electrical and Electronic Equipment Regulations 2013, in particular as regards its treatment, recycling and environmentally sound disposal.
- Unless we have informed you otherwise, you shall be responsible for dealing with all packaging
- that we provide to you otherwise, you shall be respon that we provide to you in an environmentally sound manner. 18. ENTIRE AGREEMENT 18. The Content
- ENTIRE AGREEMENT The Contract sets to utilt entire agreement between you and us, and supersedes and exinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. We each acknowledge that in entering into the Contract Loop not relying on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently on reglegingly that is in set out in the Contract. Loop any agrees that it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement based on any statement in the Contract.
- Nothing in this clause shall limit or exclude any liability for fraud.
- These Terms do not create any right or remedy enforceable by any person under the Contracts (Rights of Third Parties) Act 1999. GENERN ARTERS
- have agreed in writing in advance, you are not permitted to assign, transfer, mortgage, scontract, declare a trust over or deal in any other manner with any of your rights and tions under the Contract.
- oungations under the CONTACL Any notice required to be given in writing under the Contract shall be given by first class post addressed to the registered office of the party to whom it is sent. Notices may not be given by 20.2 If any provision or part-provision of the Contract (including these Terms) is or becomes invalid,
- It may provide to part provide the deemed modified to the minimum extent necessary to likegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the
- 20.4. A waiver of any right or remedy under the Contract or by law is only effective if given in writing A ware to use piguo te entrego under our construction by tanch to only effective is great relating and shall not be deemed a valvier of any subsequent breach or default. He failure or delay by a party to exercise any right or remedy provided under the Construct or by law shall not constitute a valvier of that or any other right or remedy provided under the Construction by the value of that or any other right or any other right or remedy provided or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy. No shall prevent or restrict the further exercise of that or any other right or restrict the further exercise of that or any constructions and any construction of the contract or by the shall prevent or restrict the further exercise of that or any other right or remedy. No shall prevent or restrict the further exercise of that or any other right or restrict the further exercise of that or any constructions and the right or restrict the further exercise of that or any constructions and there exercise of that or any constructions and the right or restrict the further exercise of that or any constructions and there exercise of that or any constructions and the right or any constructions and there exercise of that or any constructions and the restrict the further exercise of that or any constructions and there exercise of that or any constructions any constructing
- provided under the Contract of by two many prevents or Fashing the Contract the Under East other right or memby. The Contract shall not create an agency or partnership between you and us. No variation of or addition to the Contract (including these Terms), whether wn have effect unless and until agreed in writing by a duly authorised manager of the Contract.
- The Contract and any dispute or claim under it (including non-contractual disputes and claims) shall be constructed according to and be governed by the laws of Scotland or the laws of England depending upon the location of the point of delivery and any dispute shall be referred 20.7.

England d to the Cou 21. DEFINED 1	lepending upon the location of the point of delivery and any dispute shall be referred urts of Scotland or England accordingly. TERMS
Contract	the contract between you and us for the supply of Goods or Services as described in clause 22.
Control	in relation to a business entity, direct or indirect ownership or control of more than 50% of the voting interests of that entity and the words "Controlled" and "Controlling" shall be construed accordingly
Controller	shall have the meaning given under the Regulation
Data Privacy Laws	nears all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, withou limitation, the Data Protection Act 2018, the Directive and the Regulation, and all laws implementing them, in each case as may be replaced, extended or amended, as well as all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the information commissioner's Othe, other relevant regulator, and/or relevant industry body, in each case in any relevant jurisdictions
Directive	means the European Commission Directive 95/46/EC with respect to the processing of personal data
Goods	the products which are the subject of an Order
Insolvency Event	(a) (where you are a company or a limited liability partnership) you convene a meeting of its creditors or a proposal is made for a voluntary arrangement within Part 1 of the insolvency Act 1986 or a proposal is made for a composition, scheme or arrangement with or assignment for the beneft of) your creditors or you are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 or a trustee, receive, administrative receiver or a similar officer is appointed (or noice of intention to appoint such an officer or a partition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of your business or for the making of an administration order. (b) (where you are an individual) your debts within the meaning of Section 288 of the lesslvency Act 1986 or a proposal is made for a composition scheme or an arrangement is made with (or an assignment for the purposition scheme or an analytication (or an assignment for the purposition scheme or an analytication (or an assignment in side with (or an assignment for the purposition scheme or an arrangement is made with (or an assignment for the beneft of) your creditors; (c) any event occurs or action taken equivalent to those specified in (a) and (b) in any jurisdiction; (d) you suspend or case, or threaten to suspend or case, carrying on all or a significant part of your business;
Intellectual Property Rights	(a) patnets (including rights in, and/or to, inventions); (b) tackmarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); (d) design rights; (d) rights in and/or to internet domain names and website addresses; (b) copyright (including future copyright); (f) database rights; (g) rights in and to conheating information (including know how and trade secrets), and (h) all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (h) any pending applications or rights to apply for registrations of any of these nights that are capable of rightstation in any contexy privation and (ii) any analogous rights to any of these rights, whether arising or granted under the laws of Engand & Wales or in any other jurisdiction
Order	an order placed by you for Goods and /or Services
Our Group	Wolseley UK Limited and any entity Controlling, Controlled by, or under common Control with Wolseley UK Limited
Our Premises	the location mentioned in our quotation or any order acknowledgment in respect of the Goods or as otherwise notified to you by us
Personal Data	shall have the meaning given under the Regulation
Processor	shall have the meaning given under the Regulation
Processing	shall have the meaning given under the Regulation (and Processes shall be construed accordingly);
Regulation	means the General Data Protection Regulation (EU) 2016/679
Services	any services provided by us to you (whether or not you also purchase Goods from us)
Special Terms	any terms in addition to these Terms and we agree with you in writing
We or Us	Wolseley UK Limited (Company Number 636445) whose registered office is at 2 Kingmaker Court, Warwick Technology Park, Gallows Hill, Warwick CV34 6DY or the member of Our Group that enters into the Contract with you
Wolseley Confidential Information	our (and each member of Our Group's) non-public, confidential or proprietary information, including specifications samples, pattern degisses, plans, drawings, documents, data, business operations, customer lists, pricing discounts or rebates, whether disclosed onally or in wirting electronic or other from or media, and whether or not marked, designated or otherwise identified as "confidential"
You	the person who purchases Goods or Services from us

MUST RE	COMPLETED	LISING A	RALI DOINT	DEN
MUSI DE	COMPLETED	UDING	DALLPUINT	PEN

Please check you have Please tick ✓

- 1 Included your date of birth, contact telephone numbers and email address
- 2 All relevant parties have signed the form
- 3 Included the following:

For ALL applicants:

A company letterhead

For Sole Traders/partnerships only: Evidence of your home address Examples include a utility/phone bill or bank, building society or credit card statement from the last 3 months Photocopies will not be accepted. All originals will be returned.

4 For Limited Companies that have not filed at least one years statutory accounts at Companies House: Included the personal addresses of all directors (not service addresses).

Please detach and return your form with accompanying documents to us in 1 of 3 ways:

Return it to your local Wolseley branch below or visit **wolseley.co.uk/branch** to locate your nearest:

Branch Details

Post it back to:

Data and Support Team Wolseley UK Ltd P.O. Box 21 Boroughbridge Road Ripon North Yorkshire HG4 1SL Scan and email to :

customer.data@wolseley.co.uk

Signatures must be personal and not electronic.

What happens next?

Your application will be processed within 2 working days from the date we receive it, and your supporting documentation will be returned.

We will email the Primary contact when your account is open, so you can begin using it in branch immediately.

If you have any enquiries regarding your application, please call 0344 833 0433 or email customer.data@wolseley.co.uk.



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