Oddbins Wholesale

Account Application Form

SERVICES

Great monthly offers and wholesale terms for trade customers

| Local Delivery | Sale or Return | Glass Loan |

| Gift Despatch Service | Quick and Easy Ordering |

Type of Application. Please tick as appropriate;

Credit Account Application ☐

If you are applying for a Credit Account please complete Section A by selecting the part of the section (1, 2 or 3) that best describes your business, then move onto sections B, C and D.

Cash with Order Account Application ☐

If you do not require credit, you can still benefit from our services but must make cleared payment on or before the point of delivery. To apply, please complete Section A by selecting the part of the section (1, 2 or 3) that best describes your business, then move onto Sections C and D.

Oddbins Wholesale branch _____

(Branch to complete if unknown)

Oddbins Wholesale branch number _____ **WAM:** _____

(Branch to complete if unknown)

Completed forms should be signed and returned to

Oddbins Wholesale, PO Box 65983, London, SW18 9LQ

Please note that we cannot accept faxed application forms.

If you have any queries regarding this form please contact us on 0800 2800 854

Section A – Please complete **one** of the following sections (A1, A2 or A3)

SECTION A1 – Individuals / Sole Proprietor

PLEASE COMPLETE THE FOLLOWING SECTION IN FULL (PART COMPLETED FORMS MAY DELAY THE APPLICATION)

PROPRIETOR'S FULL NAME _____ DATE OF BIRTH _____

TRADING AS (IF APPLICABLE) _____ NATURE OF BUSINESS _____

BUSINESS ADDRESS _____

_____

POST CODE _____ EMAIL _____

TELEPHONE _____ FAX _____

DATE BUSINESS COMMENCED _____

CONTACT (PURCHASING) MR/MRS/MS/MISS _____ TELEPHONE/EMAIL _____

CONTACT (ACCOUNTS) MR/MRS/MS/MISS _____ TELEPHONE/EMAIL _____

HOME ADDRESS _____

_____

POST CODE _____ TELEPHONE _____ TIME AT ADDRESS (YY/MM) _____

IF LESS THAN 2 YEARS AT THIS ADDRESS PLEASE GIVE PREVIOUS ADDRESS _____

_____

NOW COMPLETE **SECTION B FOR CREDIT ACCOUNT** APPLICATIONS OR **SECTION C FOR CASH WITH ORDER ACCOUNT** APPLICATIONS

SECTION A2 – Partnership

PLEASE COMPLETE THE FOLLOWING SECTION IN FULL (PART COMPLETED FORMS MAY DELAY THE APPLICATION)

NAME OF PARTNERSHIP _____ NATURE OF BUSINESS _____

BUSINESS ADDRESS _____

_____

POST CODE _____ EMAIL ADDRESS _____

IF LESS THAN 2 YEARS AT THIS ADDRESS PLEASE GIVE PREVIOUS ADDRESS _____

_____

_____ TELEPHONE _____

FAX _____ DATE BUSINESS COMMENCED _____

PLEASE GIVE DETAILS OF TWO PARTNERS AUTHIORISED TO SUBMIT THIS ACCOUNT APPLICATION

FULL NAME (PARTNER 1) _____ DATE OF BIRTH _____

HOME ADDRESS _____

_____

POST CODE _____ TELEPHONE _____ TIME AT ADDRESS (YY/MM) _____

IF LESS THAN 2 YEARS AT THIS ADDRESS PLEASE GIVE PREVIOUS ADDRESS _____

_____

FULL NAME (PARTNER 2) _____ DATE OF BIRTH _____

HOME ADDRESS _____

_____

POST CODE _____ TELEPHONE _____ TIME AT ADDRESS (YY/MM) _____

IF LESS THAN 2 YEARS AT THIS ADDRESS PLEASE GIVE PREVIOUS ADDRESS _____

_____

CONTACT (PURCHASING) MR/MRS/MS/MISS _____ TELEPHONE/EMAIL _____

CONTACT (ACCOUNTS) MR/MRS/MS/MISS _____ TELEPHONE/EMAIL _____

NOW COMPLETE **SECTION B FOR CREDIT ACCOUNT** APPLICATIONS OR **SECTION C FOR CASH WITH ORDER ACCOUNT** APPLICATIONS

SECTION A3 – All other applicants

PLEASE COMPLETE THE FOLLOWING SECTION IN FULL (PART COMPLETED FORMS MAY DELAY THE APPLICATION)

COMPANY NAME

TRADING AS | TYPE OF BUSINESS

BUSINESS ADDRESS

POST CODE | EMAIL ADDRESS

BUSINESS PHONE NO. | BUSINESS FAX NO.

REGISTERED OFFICE ADDRESS

COMPANY REGISTRATION NO. | DATE REGISTERED

CONTACT (PURCHASING) MR/MRS/MS/MISS | TELEPHONE/EMAIL

CONTACT (ACCOUNTS) MR/MRS/MS/MISS | TELEPHONE/EMAIL

NOW COMPLETE **SECTION B FOR CREDIT ACCOUNT** APPLICATIONS OR **SECTION C FOR CASH WITH ORDER ACCOUNT** APPLICATIONS

Section B – Bank Details / Address for Statements

BANK – NAME AND ADDRESS

TELEPHONE

FAX | SORT CODE / / ACCOUNT NO.

HOW LONG ACCOUNT HELD (YY/MM) | CONTACT AT BANK

NAME AND ADDRESS FROM WHICH REMITTANCES WILL BE MADE IF DIFFERENT FROM THE ABOVE (IF LEFT BLANK STATEMENTS WILL BE SENT TO "ACCOUNTS DEPARTMENT" AT YOUR BUSINESS ADDRESS)

POST CODE

Section C – Authorised Signatures (must be completed)

AUTHORISED SIGNATURIES – WHO ARE AUTHORISED TO USE THIS ACCOUNT AND ACCEPT DELIVERY OF GOODS. PLEASE PROVIDE AT LEAST 2 NAMES.

FIRST SIGNATURE | PRINT NAME

POSITION | EMAIL

SECOND SIGNATURE | PRINT NAME

POSITION | EMAIL

THIRD SIGNATURE | PRINT NAME

POSITION | EMAIL

PLEASE NOW COMPLETE SECTION D

Section D – Estimated Spend / Current Suppliers

IN YOUR BUSIEST 6 WEEKS TRADING HOW MUCH MIGHT YOU SPEND WITH ODDBINS? £

WHAT IS YOUR ANTICIPATED ANNUAL SPEND WITH ODDBINS? £

CURRENT DRINKS SUPPLIERS

NAME | ANNUAL SPEND £

NAME | ANNUAL SPEND £

NAME | ANNUAL SPEND £

THESE QUESTIONS ARE DESIGNED TO ASSESS A REALISTIC LEVEL OF CREDIT. Please now complete the Direct Debit mandate. This will entitle you to two weeks extra credit on our standard payment terms (see section 3.1 overleaf) and will improve our ability to process your application successfully

STAY INFORMED

We don't like junk mail any more than you do, so Whittalls Wine Merchants T/A Oddbins will not pass on your details to other companies for marketing purposes. In order to improve the service you receive as a valued customer, we would like to keep you informed of forthcoming special offers and promotions that might be of interest to you and your organisation.
Please indicate how you would like to receive such information from us (and only us)

☐ Post ☐ Email ☐ Please do not send me any information

Declaration

PLEASE NOTE: For your application to be valid, you must complete in full the relevant section below:

I/We agree that all transactions with Whittalls Wine Merchants 1 and 2 T/A Oddbins will be subject to the Terms and Conditions of Sale. I/We consent to the processing of personal data in accordance with the Terms and Conditions of Sale. (See over)

Individuals / Sole Proprietor

I certify that the information supplied is true. I authorise Whittalls Wine Merchants 1 and 2 T/A Oddbins to ask the bank referees identified for further information about me. I am over 18 years of age. I agree that all the transactions with Whittalls Wine Merchants 1 and 2 T/A Oddbins will be subject to the Terms and Conditions of Sale.

PRINT NAME _____

SIGN _____ DATE _____

A copy of your business accounts may be requested to assist your application. You may receive a call from a credit reference agency seeking additional information. The call will be reference to Whittalls Wine Merchants 1 and 2 T/A Oddbins. Information will be given subject to the provisions of the Data Protection Act 1998.

Partners

I/We certify that the information supplied is true. I/We authorise Whittalls Wine Merchants 1 and 2 T/A Oddbins to ask the bank referees identified for further information about the partnership and each of the partners. All partners are over 18 years of age and are authorised to open accounts on behalf of the partnership. I/We agree that all the transactions with Whittalls Wine Merchants 1 and 2 T/A Oddbins will be subject to the Terms and Conditions of Sale.

PRINT NAME _____

SIGN _____ DATE _____

PRINT NAME _____

SIGN _____ DATE _____

PRINT NAME _____

SIGN _____ DATE _____

A copy of your business or partnership accounts may be requested to assist this application. You may receive a call from a credit reference agency seeking additional information. The call will be reference to Whittalls Wine Merchants 1 and 2 T/A Oddbins. Information will be given subject to the provisions of the Data Protection Act 1998.

Directors / All Other Applicants

I/We certify that the information supplied is true. I/We authorise Whittalls Wine Merchants 1 and 2 T/A Oddbins to ask the bank referees identified for further information. I/We am/are over 18 years of age and am authorised to open accounts on behalf of the company/organisation. I/We agree that all the Transactions with Whittalls Wine Merchants 1 and 2 T/A Oddbins will be subject to the Terms and Conditions of Sale.

PRINT NAME _____

SIGN _____ DATE _____

PRINT NAME _____

SIGN _____ DATE _____

PRINT NAME _____

SIGN _____ DATE _____

A copy of your company accounts may be requested to assist this application. Personal Guarantees may be sought. In a small number of cases the applicant may receive a call from a credit agency seeking additional information. The call will be reference to Whittalls Wine Merchants 1 and 2 T/A Oddbins

Credit account terms and conditions of sale

DEFINITIONS

In these Sale Terms the following meanings shall apply: "We", "Our" and "Us" means Whittalls Wine Merchants 1 and 2 T/A Oddbins, "You" and "Your" means the person seeking to purchase Goods from Us. "The Goods" means the goods and/or services to be supplied by Us. "The Terms" means these Sale Terms and any special terms agreed in writing between Us and You.

THESE TERMS DO NOT APPLY IF YOU ARE A CONSUMER, AN INDIVIDUAL ACTING OUTSIDE OF YOUR TRADE BUSINESS OR PROFESSION.

1.0 THE CONTRACT

1.1 All orders are accepted by Us only under these Terms which may not be altered except with Our written agreement. Any contrary or additional terms unless so agreed are excluded.

1.2 Quotations are invitations to treat only and shall lapse 5 dates from their date.

1.3 All Goods are offered subject to availability and Your order will be accepted when We allocate Goods to Your order. If Goods ordered are not available We will seek Your agreement to substitutes except for vintage changes when We will supply the vintage unless You have previously specified otherwise.

1.4 Once accepted orders may be cancelled only with Our written agreement. Goods are only supplied on a sale or return basis if We have agreed in writing prior to each such sale and on the following term: Returned goods must in Our sole discretion be re-sellable at full list price by Us.

1.5 Our brochures and other literature are for Your guidance only and (in the absence of fraud on Our part) shall not constitute representations by us.

1.6 Alcohol is only supplied in accordance with current legislation which includes a minimum age requirement for individual purchasers of 18 years.

2.0 PRICE

2.1 The price of the Goods shall be as stated in Our price list current at the date of delivery and unless otherwise agreed or stated is inclusive of VAT and duty.

2.2 Discounts are granted and reviewed in Our sole discretion. All accounts spending or forecasting to spend less than £12,000 per annum will receive our retail prices including any promotional offers. Accounts spending over £12,000 per annum may be offered discount levels commensurate with their annual turnover. Any discounts, deductions or rebates agreed are only available if the price is paid by the Due Date.

2.3 Prices quoted are applicable to the quantity delivery dates and information provided by You. If the order placed varies or delay is caused by Your instructions or lack of instructions we shall be entitled to adjust the price.

3.0 PAYMENT

3.1 Payment in cash is required on or before each delivery unless We have agreed in writing to give You credit. Our minimum order for credit is £50 per invoice. All accounts are due for payment without deduction or retention on or before the 15th of the month following the month in which the invoice was issued ("the due date").

3.2 Payment is to be made to Accounts Receivable, Whittalls Wine Merchants 1 and 2 T/A Oddbins, PO Box 65983, London, SW18 9LQ

3.3 Credit is granted subject to a method of payment acceptable to Us and may be reviewed at any time in our sole discretion. We reserve the right at any time to alter the required method of payment including requiring payment by Direct Debit and refuse to execute any order or contract if any account is overdue, the arrangements for payment or Your credit rating is not satisfactory to Us.

3.4 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason.

4.0 DELIVERY

4.1 Delivery shall occur when the Goods arrive at the delivery address and are signed for by one of Your authorised signatures shown on your application form. It is Your responsibility to advise Us in writing of changes to Your authorised signatures.

4.2 If you fail to take or make arrangement to accept delivery or collect the Goods 5 working days after delivery or collection is offered to You or if We are unable to delivery because of inadequate access or instructions delivery shall be deemed and We may do any one or more of the following (without prejudice to any other right or remedy We may have) :-

(a) make additional charges for failed delivery

(b) store the Goods at Your risk and cost

(c) invoice You for the Goods

(d) terminate this contract without liability on Our part

(e) recover from You all costs and losses incurred by Us

4.3 Delivery dates are given in good faith but are estimates only. Time for delivery shall not be of the essence of the contract.

4.4 We shall not be liable for any damages whatsoever whether direct or indirect (including the avoidance of doubt any liability to any third party) resulting from any delay by Us in delivery of the Goods or failure to deliver the Goods in a reasonable time whether such delay or failure is caused by Our negligence or otherwise howsoever.

4.5 Local delivery is free, subject to a minimum order value of £250. We will advise of other delivery charges on request.

4.6 We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Any claim which You may have in respect of one instalment shall not affect Your liability in respect of any other instalment.

5.0 INSPECTION

5.1 You shall inspect the Goods at the place and time of delivery but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.

5.2 Unless you advise Our relevant branch by telephone immediately and written notice is received by Our Accounts Receivable Department (details at 3.2 above) within 3 working days of delivery of any claim apparent on reasonable inspection for loss of damage in transit, short delivery or failure to conform to the Contract the Goods will be deemed to have been delivered in accordance with the delivery documents and You shall not be entitled to and waive any right to reject the Goods.

5.3 Our liability for loss or damage in transit or short delivery apparent on reasonable inspection is limited to supplying the Goods as ordered and We shall not be liable for any damages whatsoever. You remain liable to pay the full invoice price of other Goods delivered in accordance with the Contract. Any other claim for damages is subject to Clause 7.

6.0 RISK AND TITLE

6.1 Risk in the Goods shall pass to You when the Goods are delivered.

6.2. We shall retain title to and ownership of all Goods until We have received payment in full of all sums due for all Goods supplied to You. If payments received from You are not stated to refer to a particular invoice We may appropriate such payments to any outstanding invoice

6.3 Until property in the Goods passes to You, You may use or resell the Goods in the ordinary course of Your business provided always that You shall hold in trust and pay to Us on demand the proceeds of any such sale to the extent that any monies are owed by You to Us on any account. You shall not be the agent of Us in relation to any resale. Until their use or resale You shall hold the Goods as Our bailee, keep them secure, insured, separate from any other Goods and identifiable as Our property and shall not charge, pledge or deal with them or allow any lien or other interest to arise over them.

6.4 If You fail to make any payment to Us when due, compound with Your creditors, execute an assignment for the benefit of Your creditors, have a bankruptcy order against You or, being a company, enter into voluntary or compulsory liquidation or have an administrator or administrative receiver or receiver appointed over all or part of Your assets or take or suffer any similar action in consequence of debt or become insolvent or if We have reasonable cause to believe that any of these events is likely to occur, We shall have the right, without prejudice to any other remedies to:-

(a) enter without prior notice any premises where Goods owned by Us may be, and to repossess and dispose of any Goods owned by Us so as to discharge any sums owed to it by You under this or any other contract;

(b) require You not to resell or part with possession of any Goods owned by the Us until You have paid in full all sums owed by You to Us under this Contract or any other contract;

(c) withhold delivery of any undelivered Goods and stop any Gods in transit. Unless We expressly elect otherwise, any Contract between Us and You for the supply of Goods shall remain in existence notwithstanding any exercise by Us of Our rights under this clause 6.

7.0 LIABILITIES

7.1 In this Clause "the Defect" shall mean the condition and/or any attribute of the Goods and/or any condition or other circumstance arising from any service provided by Us and/or any other circumstances which but for the effect of the Terms would have entitled You to damages.

7.2 Nothing in the Terms shall exclude or restrict Our liability for death or personal injury resulting from Our negligence or Our liability for fraudulent misrepresentation.

7.3 If you deal as a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994 any provision of these Terms which is of no effect shall not apply. The statutory right of a consumer are not affected by these terms.

7.4 Subject to Clause 7.2 and 7.3 of these Terms We shall not be liable by reason of any misrepresentation (unless fraudulent) or in contract tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause for any damages whatsoever. Instead of liability in damages We undertake liability under Clause 7.5 below.

7.5 Where but for the effect of Clause 7.4 of these Terms You would have been entitled to damages against Us We shall not be liable to pay damages but subject to the conditions set out in Clause 7.6 below shall at Our sole discretion supply replacement goods free of charge or refund all (or where appropriate part) of the price paid.

7.6 We will not be liable under Clause 7.5:-

(a) if the Defect would have been apparent on a reasonable inspection under Clause 5.1 of these Terms at the time of delivery unless You give Us the written notices as required by Clause 5.1

(b) unless the Defect is discovered within one month from the date of delivery and we are given written notice of the Defect within 7 working days of it being discovered.

(c) unless after discovery of the Defect We are given a reasonable opportunity to inspect the Goods and/or packaging before they are used or in any way interfered with.

(d) if the Defect arises from Your negligence mis-use or storage of the Goods in unsuitable conditions.

7.6.1 Subject to Clause 7.2 and 7.3 of these Terms We shall not be under any liability for damages whatsoever or under Clause 7.4 of the Terms as the case may be except in the event of:

(a) fraudulent misrepresentation by Us

(b) misrepresentation where the representation was made or confirmed in writing by a Company Signatory

(c) non-compliance with such drawing design measurement or specification, or

(d) breach of a written warranty signed by a Company Signatory that he Goods are fit for that purpose.

7.6.2 You will unconditionally fully and effectively indemnify Us against all losses damages costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim:

(a) for infringement of any patents copyright design trademark but or any other industrial or intellectual property rights of any other person; and/or

(b) arising from any such manufacturing or processing including but not limited to any Defect in the Goods

This indemnity will be reduced in proportion to the extent that such losses damages costs and expenses are due to our negligence

7.7 Subject to Clause 7.2 and 7.3 We shall not be liable for misrepresentation (unless fraudulent) or in contract tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for:

(a) any loss or profit, business, contracts, revenues or anticipated savings; and/or

(b) any special, indirect or consequential damage of any nature whatsoever.

7.8 You will unconditionally fully and effectively indemnify Us against all losses damages penalties costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such losses damages penalties costs and expenses are due to Our negligence.

7.9 Without prejudice to any other provisions of these Terms in any event Our total liability for any one claim or for the total of all claims arising from any one act of default on Our part (whether arising from Our negligence or otherwise) shall not exceed the limit of a maximum £500 in respect of such claim.

8.0 DEFAULT & TERMINATION

8.1 "Insolvent" means You becoming unable to pay Your debts within the meanings of Section 123 (Company) or Section 268 (Individual) of the Insolvency Act 1986 or You ceasing to pay Your debts in the ordinary course of business or being unable to pay Your debts as they become due or You ceasing or threatening to case to carry on Your business.

8.2 "Associated Company" means Your subsidiary or holding company as defined in Section 736 and Section 736A of the Companies Act 1985 or a subsidiary of such holding company, or any company over which Your directors or shareholders have control as defined in Section 840 of the Income and Corporation Taxes Act 1988.

8.3 If you fail to pay any invoice or any sum due to Us under any contract on the Due Date or Your credit limit is exceeded or You or Your Associated Company becomes insolvent or there is a material change in Your or Your Associated Company's constitution or You commit a material breach of this contract and fail to remedy that breach after being requested to do so all sums outstanding between You and Us under this and any other contract shall become immediately due and payable and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):-

(a) require payment in cleared funds in advance of further deliveries of Goods

(b) charge interest on the monies outstanding at the rate of 8 percent per annum for each day any invoice is overdue until the date of payment plus compensation of £90 for unpaid debts.

(c) suspend or cancel any further deliveries of Goods to You under any contract without liability on Our part

(d) without prejudice to the generality of Clause 6 of these Terms exercise any of Our rights pursuant to that Clause; and/or

(e) terminate this or any other contract with You or any Associated Company without liability on Our part.

8.4 You shall reimburse Us costs including legal costs on an indemnity basis which We incur in enforcing Our rights under this Contract including but not limited to recovery of any sums due.

9.0 GENERAL

9.1 This contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts

9.2 Any reference in these Terms to any Statute or Statutory Provision includes a reference to that Statute or Statutory Provision as from time to time amended extended or re-enacted

9.3 The headings in these Terms are for convenience only and shall not affect their interpretation

9.4 Except as provided otherwise in these Terms We shall not be deemed to be in breach of contract nor liable for any delays or failures to perform any of Our obligations under this contract due to any cause beyond Our reasonable control

9.5 The waiver by us of any breach or default of these Terms shall not be construed as a continued waver of that breach nor as a waiver of any subsequent breach of the same or any other provision

9.6 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.

Credit account terms and conditions of sale

WHITTALLS WINE MERCHANTS 1 AND 2 T/A ODDBINS DATA PROTECTION NOTICE

If you are an individual or a group of individuals by signing below You agree that We may:

Seek, hold and process any information obtained about You from You or third parties for the purpose of and as a result of this and any other applications or agreements You or Your company have with Us. This will include a search with a licensed credit reference agency which will keep a record of that search, and will store that information with other businesses. Use this information for credit assessment purposes including assessing Your credit limit and to administer and operate the credit account granted to You or Your company and analyse the conduct of that credit account. This may include further searches with licensed credit reference agencies as above.

Disclose any information We hold about You to licensed credit reference agencies; other suppliers and creditors to help Us and other make credit decisions; to help prevent or detect fraud or other crimes; to trace debtors; to provide trade references; on a confidential basis to Our agents and sub-contractors; to insurance companies for the purposes connected with insurance products that relate or might relate to Your credit account; to any person to whom We propose to transfer Our rights and/or responsibilities under this contract and to the extent We are required or permitted to do so by law. Hold and use this information during and for 6 years after Our trading relationship and thereafter destroy the information except for contact details, a record of credit limits and date of and grounds for account closure. If you are a body corporate or incorporate We may process information as above relating to Your directors, shareholders or members including searches with licensed credit reference agencies.