

**APPLICATION & AGREEMENT FOR SUPPLY OF GOODS ON CREDIT BY BOOKER LIMITED  
(The "Credit Agreement")**

Booker Limited ("**Booker**") upon approval of this application agrees to supply goods to the registered customer below ("**you**") on credit and you agree to purchase and pay for such goods in accordance with these terms and the attached Customer Terms.

**Credit Terms Applied for (Branch to Complete)**

Name of Business Owner (Ltd company name for Ltd companies)		Customer Number	
Customer Branch		Delivery Branch (if different)	
Number of days credit		Variable Direct Debit Payment Day	
Credit Type Applied for (see below 1 and 2)		Credit Limit Applied for:	

**1. Cleardown Credit** - Payment is taken on the last day of the period of credit granted for the full value of the outstanding balance. For example, if a customer has 7 days credit, all invoices raised between day 1 and day 7 will be selected for the payment run and the account balance will be zero.

**2. Catering Account - Monthly Credit**

All invoices raised within the calendar month. Invoices are due for payment on the 15th of the following month. For example, invoices dated 1st March – 31st March will be due for payment on the 15th April.

**We/ I wish to open a credit account with Booker:**

TRADING NAME (this will be name shown on the Account)			
Delivery Address			
Telephone Number		Email address of business contact	
Mobile number of Account Holder		Contact Name of Account Holder	
Vat Number		(this person will have full access to the account).	

**Complete either Parts A, B and C if you are a Limited Company/ Charity/ Other  
or Part B and C if you are a Sole Trader/Partnership.**

**A Limited Companies/ Registered Charities/ Schools/ Clubs/ Local Authorities /  
Government Bodies**

Date of incorporation		Company/ Registered Charity Number	
Name of Company/ Registered Charity/ Other			
Full name and registered address of Limited Company/ Charity/ Other			

**B Sole Proprietor/ Two Members of a Partnership/ Any Two Directors of a Limited Company/  
Head Teacher/ Registered Trustee**

Full Name		Full Name	
Position Held		Position Held	
Date of Birth		Date of Birth	
Full Home address including postcode		Full home address including postcode	
Telephone number		Telephone number	
Previous home address if living at current address less than 1 year		Previous home address if living at current address less than 1 year	

**C To Be Completed By All**

Date trading commenced		Length of time at current trading address	
Is this your first business venture (y/n?)		If no, please state previous or current business name and address	

## Section A – General Information and the granting of Credit

1. You acknowledge that the supply of goods and services may be provided by Booker (including Booker trading as Classic Drinks ("**Booker T/A Classic**")) or Makro Self Service Wholesalers Limited ("**Makro**"). Booker and Makro are associated companies under s256 of the Companies Act 2006. The terms relating to the supply of goods and services are set out in the attached Customer Terms as amended from time to time and any documents referred to therein.
2. Booker enters into this Credit Agreement with you (i) for itself in respect of goods and services provided by Booker or Booker T/A; and (ii) as agent for Makro in respect of goods and services provided by Makro. All supply of Goods is made subject to the Customer Terms. In this Credit Agreement, Booker, acting in both capacities, is referred to as "**us**" / "**we**". All monies due under this Credit Agreement will be payable by you to Booker regardless of which company provided the goods or services.
3. The credit terms offered under this Credit Agreement are subject to relevant credit checks and until the point that this application is approved, goods are to be purchased on a cash basis. We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses within the Booker group of companies ("**Booker Group**") and externally. We may also make enquiries about your principal directors with a credit reference agency.
4. If your application for credit is approved, we send you a "welcome letter" which will notify you of (i) the type of credit for which you have been approved; and (ii) the credit limit for which you have been approved. The type of credit for which you are approved will dictate when payments in respect of the credit (each, a "**Payment**") will be made and which invoices they will cover. Part payment of any Payment is not permitted under the terms of this Credit Agreement.
5. If your application for credit is declined we will notify you and any purchases that you make from us will be on a cash basis.

## Section B – Operation of the Credit Agreement

1. We may vary the credit limit (including by reducing that limit to zero) at any time. If we reduce the credit limit, you will have to repay to us the difference (if any) between the credit then outstanding and any reduced limit. If you wish to purchase goods of a value in excess of the credit limit that applies at the relevant time, you will need to purchase these on a cash basis.
2. Where you have agreed to make Payments via direct debit, you agree to pay each Payment to Booker by variable direct debit – please see clause 5 below re the operation of the Direct Debit Scheme.
3. If you do not keep to the terms of this Credit Agreement, we reserve the right to apply fixed penalty charges to your account as per the current published rates which are available on request. We also reserve the right to charge interest on any sum which is not paid on the due date (from the date upon which the relevant payment was due up to the date of payment and both before and after any legal judgment). Our charges are based on the recommended rates in The Late Payment of Commercial Debts Regulations 2013. We may also charge any costs, including legal costs, incurred in enforcing this Credit Agreement.
4. Failure to pay by the due date shall entitle Booker to suspend delivery of all unexecuted orders. The time for payment is of the essence.
5. We reserve the right at any time and without prior notice to you to refuse any cheque which you may present and to refuse to accept cheques as a method of payment. Where you have provided us with a Direct Debit Instruction, you agree to pay each Payment by Direct Debit and, in accordance with the requirements of the Direct Debit Scheme, we shall notify you by email before debiting a Payment from your account. If it should transpire that we have debited such a sum at the same time as you have made a payment to us by a method other than Direct Debit, so that your payments exceed the amount of the relevant Payment, we may in our discretion apply the excess to the balance of your credit account or refund the excess by issuing a credit note to you. If you should inform us of a change in your bank account where a Direct Debit is in place, then we shall require you to complete a replacement Direct Debit Instruction, signed by the new account holder. Where that new account holder is not the owner of your business, we may require him or her to produce your written authority for the bank details to be changed, which we may in our discretion (eg. a case of suspected fraud) refuse to carry into effect.

6. We shall be entitled to terminate this Credit Agreement; any other agreements between the parties; and to require immediate payment of all sums outstanding from you under this Credit Agreement (for which purpose our statement of account shall be conclusive evidence of the amount payable by you to us, except in the case of a manifest arithmetical error), in the event that:
  - a. you fail to pay any Payment due by the due date; or
  - b. you fail to comply with this Credit Agreement in any other way; or
  - c. you commit any breach of the Customer Terms or any other agreement between you and Booker; or
  - d. we have reasonable grounds on which to believe that any information that you gave to us in relation to this Credit Agreement are untrue; or
  - e. there is a meeting of your creditors, or if any scheme of arrangement or composition or trust deed is made or proposed with or for the benefit of your creditors or you appear unable to pay all your debts;
  - f. a receiver, administrator, or administrative receiver is appointed over or takes possession of all or any part of your assets.
  - g. you cease to trade or for any other reason ceases to be a registered customer of either Booker or Makro (for which purposes your failure to purchase goods or services for a period of 56 days shall be conclusive evidence of your no longer being a customer of ours);
  - h. we have reason to doubt that the person who applied for a credit account or signed a Direct Debit Instruction was who that person claimed to be, or that that person was not the owner of your business or otherwise authorised by you to apply for a credit account on your behalf; or
  - i. you make an indemnity claim under the Direct Debit Scheme ("Indemnity Claim").
7. If you fail in your obligations to us under this Credit Agreement, your credit rating may be affected and you may find it harder or more expensive to obtain credit in future.
8. If you make an indemnity claim, you will indemnify us for all losses that we may incur following such Indemnity Claim, including the principal amount, interest on that amount (pursuant to clause 3 above) and legal costs on an indemnity basis.
9. We may vary any of the terms set out in this Credit Agreement at any time by giving you not less than 14 days' prior notice in writing.
10. By signing this Credit Agreement, the signatory is agreeing that it is authorised to act on your behalf of and confirms that all statements made in relation to this Credit Agreement by you, are true.
11. We may serve any notices that may, from time to time, be served under this Credit Agreement, and communicate with you generally, by post or by sending messages to the email address stated above (or such other email address of which you may advise us, from time to time).
12. This Credit Agreement shall in all respects be construed and have effect according to English Law and any disputes shall be subject to the jurisdiction of the courts of England and Wales.

<b>SIGNED ON BEHALF OF THE CUSTOMER</b>		<b>Date</b>	
<b>Print Name</b>		<b>Position</b>	

<b>SIGNED ON BEHALF OF BOOKER LIMITED</b>		<b>Date</b>	
<b>Print Name</b>		<b>Position</b>	

# BOOKER

## Instruction To Your Bank/ Building Society To Pay Direct Debit

Please complete parts 1 to 5 to instruct your bank to make payments directly from your account and return the forms to your Booker Ltd branch.

### SERVICE USER NUMBER

8	5	7	6	4	1
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1	To The Manager	Bank/Building Society
		Bank PLC
		Full
		Postal
		Address
		Postcode

5	Payer's email address for notification:
_____	

<b>FOR BOOKER LTD OFFICIAL USE ONLY</b>																																		
This is not part of the instruction to your Bank or Building Society																																		
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Branch No	Customer Number																																	
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Please Tick as appropriate																																		
<input type="checkbox"/> MIDAS VDD	<input type="checkbox"/> Drop Shipment VDD																																	
Booker Ltd, A/B Parkway Business Centre, Deeside Ind Park, Deeside CH5 2LE																																		

2	Name(s) of account
_____	
_____	

3	Bank/Building Society account number										
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4	Branch Sort Code								
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### Bank Use Only

#### Instruction to your Bank or Building Society

Please pay Booker Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Booker Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature:	_____
Print Name:	_____
Date:	_____
2nd Signature:	_____
Print Name:	_____
Date:	_____

Banks and Building Societies may not accept Direct Debit instructions for some types of accounts.

**This guarantee should be detached and retained by the Payer**

## The Direct Debit Guarantee



This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

- If there are any changes to the amount, date or frequency of your Direct Debit, Booker Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Booker Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Booker Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Booker Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

**CONTINUING GUARANTEE FOR THE SUPPLY OF GOODS – GUARANTOR #1**

**THIS DEED** is dated

Insert date
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and is made BETWEEN:

1.	Name  (“the Guarantor” Company Director).  (insert name of Guarantor. This is the name of individual guaranteeing the customer’s payments)	(insert home address of Guarantor)
2.	<b>Booker Limited</b> (“Booker”) on behalf of Booker Limited (including Booker Limited trading as Classic Drinks) and Makro Self Service Wholesalers Limited.	Equity House, Irthlingborough Road, Wellingborough, NN8 1LT (Company number 0197380).

Name of Ltd Company  Registered Company Number (if applicable)  Trading Address:  Customer Number: <span style="float: right;">(“the Buyer”).</span>  Branch Number  Branch Name  <small>Insert name and address of the Customer whose credit is being guaranteed, their address and their Customer Number. If the Customer is a limited company, their company name, registered address and company registration number should be listed. Insert Booker Branch Number and Name where the Customer is registered.</small>
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**BACKGROUND**

- A. This Deed (‘the Guarantee’) is intended to guarantee payment for all goods supplied (‘the Goods’) by Booker to the Buyer or any monies owing under any agreement made between Booker and the Buyer, now and in the future, under any Booker Customer Number or from any branch of Booker.
- B. The Guarantor acknowledges and agrees that the supply of Goods to which this Guarantee relates may have been made by Booker (including Booker trading as Classic Drinks (‘Classic’) or Makro Self Service Wholesalers Limited (‘Makro’) (associated companies of Booker Limited) and that, regardless of which company supplied the Goods, all monies due under any such arrangements are payable to Booker. In relation to this Guarantee, Booker is acting as agent for Makro and references to Booker shall, where appropriate, be construed as references to Booker acting as agent of Makro.
- C. The Goods are to be supplied under the Agreement for the Supply of Goods on Credit, the standard terms and conditions for the supply of Goods from time to time issued by Booker, Makro or Classic or any other terms under which Goods are supplied to the Buyer on credit (‘the Terms’).
- D. The Guarantor has agreed to guarantee the due payment for all of the Goods supplied under the Terms by the Buyer.

**GUARANTEE AND INDEMNITY**

- 1. In consideration of Booker having agreed at the Guarantors request to supply the Buyer with the Goods for his trade and business the Guarantor guarantees to pay Booker on demand for all of the Goods supplied under the Terms (‘the Guaranteed Obligations’) should the Buyer fail to do so.
- 2. The terms of this Guarantee shall apply whether or not the Guarantor has any knowledge of the Buyer’s failure to pay Booker for the Goods in accordance with the Terms. The Guarantor shall be liable for the total aggregate sum owed to Booker by the Buyer in accordance the Guaranteed Obligations.
- 3. This Guarantee is a continuing guarantee and security for the whole debt incurred by the Buyer for any and all of the Goods supplied by Booker. The Guarantor shall be treated as if he were the principal debtor.
- 4. In addition and as a separate obligation from its liability under clause 1, the Guarantor agrees to indemnify Booker in full, from and against all losses, costs and claims, liabilities, damages and expenses suffered by Booker arising from or in connection with any failure of the Buyer to perform or discharge the Guaranteed Obligations.
- 5. The Guarantor agrees to pay interest to Booker after as well as before judgment at the interest rate specified in the Terms on all sums demanded under this Guarantee from the date of such demand or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which such demand has been made, in each case until, but excluding, the date of actual payment. Interest under this clause 5 shall accrue on a day-to-day basis calculated by Booker upon such terms as the Lender may from time to time determine and shall be compounded on the last business day of each month.
- 6. Booker may without notice to the Guarantor and without discharging or impairing the Guarantor’s liability under this Guarantee refuse to supply further Goods to the Buyer.
- 7. Booker may enforce this Guarantee even if negotiable or other securities regarding this Guarantee are outstanding or in circulation at the time when any proceedings are being taken against the Guarantor.
- 8. Booker may allow the Buyer time or indulgence or enter into, renew, vary, terminate or end any agreement or arrangement with or liability of the Buyer without consent or notice to the Guarantor and without releasing, reducing or otherwise adversely affecting the liability of the Guarantor.
- 9. The Guarantor waives all rights as guarantor which would prevent Booker treating him as if he were the principal debtor. Such rights include, but are not limited to, the requirement for the Guarantor’s consent to any variation of the Terms and the method of performance of those terms which Booker and the Buyer may agree.
- 10. Only when Booker has been paid in full shall the Guarantor have a right to subrogation in respect of any other payments received by Booker from the Buyer or the Buyer’s estate.
- 11. The Guarantee shall be governed by English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.  
This Guarantee has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Executed as a Deed by:-**

Signature of Guarantor:	*Signature of Witness:
Name:	Name:
Address:	Address:
Date:	Date:
*The witness should be an independent third party unconnected with the business of the Buyer. Spouses, partners or family members should not act as witness to this Guarantee. Employees of Booker Ltd are not permitted to act as witness to the Guarantee.	

**CONTINUING GUARANTEE FOR THE SUPPLY OF GOODS – GUARANTOR #2**

**THIS DEED** is dated

Insert date
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and is made BETWEEN:

1.	Name  (“the Guarantor” Company Director).  (insert name of Guarantor. This is the name of individual guaranteeing the customer’s payments)	(insert home address of Guarantor)
2.	<b>Booker Limited</b> (“Booker”) on behalf of Booker Limited (including Booker Limited trading as Classic Drinks) and Makro Self Service Wholesalers Limited.	Equity House, Irthlingborough Road, Wellingborough, NN8 1LT (Company number 0197380).

Name of Ltd Company  Registered Company Number (if applicable)  Trading Address:  Customer Number: <span style="float: right;">(“the Buyer”).</span>  Branch Number  Branch Name  <small>Insert name and address of the Customer whose credit is being guaranteed, their address and their Customer Number. If the Customer is a limited company, their company name, registered address and company registration number should be listed. Insert Booker Branch Number and Name where the Customer is registered.</small>
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**BACKGROUND**

- A. This Deed (‘the Guarantee’) is intended to guarantee payment for all goods supplied (‘the Goods’) by Booker to the Buyer or any monies owing under any agreement made between Booker and the Buyer, now and in the future, under any Booker Customer Number or from any branch of Booker.
- B. The Guarantor acknowledges and agrees that the supply of Goods to which this Guarantee relates may have been made by Booker (including Booker trading as Classic Drinks (‘Classic’) or Makro Self Service Wholesalers Limited (‘Makro’) (associated companies of Booker Limited) and that, regardless of which company supplied the Goods, all monies due under any such arrangements are payable to Booker. In relation to this Guarantee, Booker is acting as agent for Makro and references to Booker shall, where appropriate, be construed as references to Booker acting as agent of Makro.
- C. The Goods are to be supplied under the Agreement for the Supply of Goods on Credit, the standard terms and conditions for the supply of Goods from time to time issued by Booker, Makro or Classic or any other terms under which Goods are supplied to the Buyer on credit (‘the Terms’).
- D. The Guarantor has agreed to guarantee the due payment for all of the Goods supplied under the Terms by the Buyer.

**GUARANTEE AND INDEMNITY**

- 1. In consideration of Booker having agreed at the Guarantors request to supply the Buyer with the Goods for his trade and business the Guarantor guarantees to pay Booker on demand for all of the Goods supplied under the Terms (‘the Guaranteed Obligations’) should the Buyer fail to do so.
- 2. The terms of this Guarantee shall apply whether or not the Guarantor has any knowledge of the Buyer’s failure to pay Booker for the Goods in accordance with the Terms. The Guarantor shall be liable for the total aggregate sum owed to Booker by the Buyer in accordance the Guaranteed Obligations.
- 3. This Guarantee is a continuing guarantee and security for the whole debt incurred by the Buyer for any and all of the Goods supplied by Booker. The Guarantor shall be treated as if he were the principal debtor.
- 4. In addition and as a separate obligation from its liability under clause 1, the Guarantor agrees to indemnify Booker in full, from and against all losses, costs and claims, liabilities, damages and expenses suffered by Booker arising from or in connection with any failure of the Buyer to perform or discharge the Guaranteed Obligations.
- 5. The Guarantor agrees to pay interest to Booker after as well as before judgment at the interest rate specified in the Terms on all sums demanded under this Guarantee from the date of such demand or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which such demand has been made, in each case until, but excluding, the date of actual payment. Interest under this clause 5 shall accrue on a day-to-day basis calculated by Booker upon such terms as the Lender may from time to time determine and shall be compounded on the last business day of each month.
- 6. Booker may without notice to the Guarantor and without discharging or impairing the Guarantor’s liability under this Guarantee refuse to supply further Goods to the Buyer.
- 7. Booker may enforce this Guarantee even if negotiable or other securities regarding this Guarantee are outstanding or in circulation at the time when any proceedings are being taken against the Guarantor.
- 8. Booker may allow the Buyer time or indulgence or enter into, renew, vary, terminate or end any agreement or arrangement with or liability of the Buyer without consent or notice to the Guarantor and without releasing, reducing or otherwise adversely affecting the liability of the Guarantor.
- 9. The Guarantor waives all rights as guarantor which would prevent Booker treating him as if he were the principal debtor. Such rights include, but are not limited to, the requirement for the Guarantor’s consent to any variation of the Terms and the method of performance of those terms which Booker and the Buyer may agree.
- 10. Only when Booker has been paid in full shall the Guarantor have a right to subrogation in respect of any other payments received by Booker from the Buyer or the Buyer’s estate.
- 11. The Guarantee shall be governed by English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.  
This Guarantee has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Executed as a Deed by:-**

Signature of Guarantor:	*Signature of Witness:
Name:	Name:
Address:	Address:
Date:	Date:
*The witness should be an independent third party unconnected with the business of the Buyer. Spouses, partners or family members should not act as witness to this Guarantee. Employees of Booker Ltd are not permitted to act as witness to the Guarantee.	

# BOOKER LIMITED and MAKRO SELF SERVICE WHOLESALERS LIMITED

## CUSTOMER TERMS AND CONDITIONS OF REGISTRATION & SALE (“Customer Terms”)

**Please read this carefully. References to ‘We’ ‘Us’ refer to Booker Limited or Makro Self Service Wholesalers Limited. By accepting and using the Booker or Makro card to access a Booker or Makro branch, the business holding the account (‘Account Holder’ ‘you’) and any authorised user or named card holders (‘Card Holders’) consent to these terms and conditions and expressly agree to be bound by, observe and perform the terms and conditions of use from time to time in force. You acknowledge that We have the right to amend these terms and conditions at any time without notice.**

1. You confirm that at the time of signing and continually thereafter: a) you are actively engaged in business(es), named at the address(es) stated at the time of registration. b) The Card Holders are directors, nominated managers, proprietors of yours and c) that the business is operated by a person who is 18 years of age or over.
2. Account Holders must be bona fide traders or businesses. Booker only deals with the Account Holder or named Card Holders under that account. The Account Holder will be invoiced with these goods. If Card Holders cease to be employed by or connected with your account, it is Your responsibility to notify Us and ensure account details are amended accordingly.
3. Goods for sale are intended for and sold on the condition that they are for resale, commercial and industrial use only. Purchases are not allowed by individuals and the invoice is made out to your business. Any Card Holder purchases are deemed to be for business use and the Card Holder is not considered or deemed to be a consumer.
4. Booker and Makro are self service wholesale centres for trade use only and the general public is NOT admitted under any circumstances. Entry into Booker or Makro branches is permitted only to authorised Card Holders and the card must be provided on all occasions for entry into Booker. Proof of identification must be given on demand.
5. The Card and rights conferred by it cannot be transferred to any other person and any unauthorised use will make the Card immediately invalid and subject to withdrawal. The rights under which We trade require your compliance with these terms and conditions. Any breach by you which affects, or threatens to affect the permissions and consents under which We trade, will render you liable to Us.
6. We are not obliged to supply goods to you and We reserve the right to refuse supply in Our absolute discretion without giving any reason for doing so.
7. Lost or stolen cards must be reported to Us immediately. If your business closes down, is sold or disposed of then you should notify Us in writing without delay and, in such event the Card will immediately be deemed to be invalid. Any further use of that shall render the Account Holder liable to Us.
8. You confirm that the information given by you is accurate. You will notify Us as soon as possible of any changes to the names of Card Holders, business name or address with the full details so that Booker can amend its records. This shall include any change to telephone numbers and email addresses to ensure that we can contact you.
9. The Card any other rights that accompany it (including use of the Booker online shopping facility) may be withdrawn in whole or in part by Us at any time without any reason being given. The card remains Our property at all times.
10. All legal requirements affecting the purchase of products, limitations of quantities and/or ages of purchasers are applicable at all of Our branches. In addition to all legal requirements, the Account Holder will comply with Our requirements and policies when on Our premises or in Our stores. Local variations may apply.
11. Buying and/or parking on Our premises is done entirely at the risk of you, the card holder and/or any person accompanying them.
12. If you (or any person accompanying you) opens or damages any original package you shall bound to buy the whole package concerned at its full price. Under no circumstances shall Goods be consumed on the premises (except for Goods purchased in the Café, in which case the Goods may be consumed in the Café).
13. We reserves the right to search your belongings and purchases. Bags above a certain size may not be permitted (see in store for details).
14. All purchases can be paid for in cash, debit cards, specified credit cards or at Our discretion, by cheque. Cash Transactions over £9000.00 will require proof of identity of the party paying the funds. If you wish to present cheques for larger amounts than the guarantee limit you must make special arrangements with the branch.
15. Credit facilities may be supplied at Our discretion. If We choose to do so, it will be upon Our “Application and Agreement for the Supply of Goods on Credit”. You agree to compensate Us in full against all reasonable costs expenses and outgoings incurred by Us in obtaining payments from you in the event a failed payment occurs. We may at any time after a failed payment has occurred ask a debt collection agency to collect payment from you.
16. Payment for the goods will be according to the trading terms that have been agreed in advance with your local branch manager. Payment may be made by debit or credit card.
17. By paying the invoiced amount you confirm receipt of the goods. Goods will only be refunded/exchanged if the goods are returned in their original packaging and are supported by the relevant invoice. Damages or other mistakes must be notified before the card holder leaves the premises. Chilled/Frozen goods or tobacco products cannot be returned.
18. The Card allows admission to a maximum of two persons at any one time one of whom must be a card holder. The other may be any person to assist the card holder but he/she may not make any purchases.
19. Children may be admitted to branches at the discretion of the Manager but strictly on the understanding that they are kept under parental control at all times. Prams and pushchairs may not be admitted for Health and Safety reasons. In observance of hygiene regulations, animals cannot be admitted inside Our premises, save for guide dogs.
20. The Terms and Conditions under which a Card is issued to you are binding on each and every user. You as the Account Holder, are bound by and liable for any act or omission on the part of any Card Holder. Such act or omission includes any committed by a person or persons accompanying you or any Card Holder when using the Card or when otherwise on Our premises. You shall be liable to Us for any loss, including but not limited to consequential losses and loss of reputation, caused to it by any breach of these Terms and Conditions. Further, by accepting these Terms and Conditions, you agree that you shall be liable to indemnify and hold Us harmless in respect of any or all liability, loss and damage, including but not limited to consequential loss, suffered by any third party and claimed from Us as a consequence of any breach by you or persons accompanying you of these terms and conditions.
21. All warranties and conditions, express or implied including but not limited to implied warranties or conditions of satisfactory quality merchantability and fitness for a specific purpose relating to Our sale of Goods are excluded to the extent permitted by law.
22. Title to the Goods on the invoice shall not pass to you until full payment has been received.
23. The passing of risk in the Goods shall occur at the time of purchase, delivery or collection, but the title in the Goods shall not pass to you until We have received cleared funds in full for all Goods purchased by you. Until such time as the title in the Goods passes to you, you shall hold goods as our fiduciary agent and bailee, and you agree to allow access to your premises to representatives of Ours in order for us to collect such Goods in the event of non payment. We shall be entitled to a first claim against any proceeds of sale which you may hold in respect of such goods.
24. Where credit has been granted We reserve the right to set-off any monies that we may owe to you against debts outstanding from you.
25. You agree that if we exercise our right to recover the goods [under this clause], we shall be entitled to recover such goods whether they are within the possession or control of you or otherwise. We shall be entitled to a first claim against any proceeds of sale which you may hold in respect of such goods.
26. We are required to comply with money laundering legislation designed to combat the laundering of the proceeds of crime. Sales will not be made unless We have been provided with satisfactory evidence of your identity, and in certain circumstances We may be required to notify the appropriate authorities of issues relating to your affairs. We accept no liability to you for any losses you incur as a result of any actions We are required to take as a result of such legislation and regulations.
27. Waste Electrical and Electronic Regulations 2006 (the ‘Regulations’). Anyone purchasing a business to business electrical or electronic equipment product (‘Product’) from Us shall be responsible for the costs of collection, treatment, recovery and environmentally sound disposal of that Product and any product it replaces (‘Replacement Product’) in accordance with the regulations. Anyone purchasing a product from Us shall not dispose of a Product or Replacement Product other than in accordance with the Regulations. Anyone purchasing a Product from Us agrees to indemnify and keep Booker indemnified from and against any and all loss or damage or liability suffered, including legal fees and costs incurred by Us resulting from a breach of this clause.
28. Where precise information is important to you on a branded line, please contact the manufacturer whose contact details appear on the packaging or label. For any own label product, please contact our Customer Relations team on 0845 602 6002.
29. Nothing in these Terms and Conditions will restrict our liability for death or personal injury resulting from our negligence, breach of contract or breach of statutory duty.
30. We limit our liability to the maximum extent permitted by law as follows: Our liability to you shall be limited at our option to replacing the whole or part of any Goods deemed damaged or defective or refunding or crediting the purchase price or the pro rate portion of the purchase price of the Goods which the defective Goods form part. Our maximum liability arising out of our supply of goods to you under these terms will be limited to the price of the Goods which are damaged or the subject of the dispute.
31. Under no circumstances will We be liable for any indirect or consequential losses of any kind, including but not limited to loss of profit, loss of revenue, loss of opportunity, goodwill or customers; as a consequence of any defect on any Goods caused by abnormal conditions of storage, transportation, treatment or handling or any negligence or wrongful act by you or any other customer, Your employees or agent; or any failure of Us to perform Our obligations under these terms and Conditions caused by circumstances beyond Our control.
32. You agree to comply with all relevant anti-corruption legislation (including the Bribery Act 2010) and agree to immediately notify Booker if you discover or suspect that any of your officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.
33. You acknowledge that Booker Group has an ethical code of conduct (the “Code of Conduct”) which is available at [www.bookergroup.com](http://www.bookergroup.com) and you agree to at all times, conduct, and procure that your officers, directors, employees and/or representatives conduct business ethically and in accordance with the relevant provisions of the “Code of Conduct”. This clause shall apply whether or not you are acting pursuant to the Terms and Conditions or your relationship with Us or any Companies within Booker’s group of companies.
34. Data Collection; Use and Processing of Personal Data: We will collect, process and/or use the information you provide (your ‘Personal Data’) to administer and perform the services for you, provide customer care, undertake market research and provide information about the services we offer or to verify your identity. Your information will be shared with other companies within Booker Group plc. From time to time we may pass on your details to third parties who offer services or products which may be of use interest to you (unless you have told us not to). Communication with you may take place by mail, email or SMS unless you have expressed a preference otherwise. We may also disclose information about you if required by law.
35. You may amend your consent to non essential uses of your information at any time. Account Holders have a right to view the Personal Data held by Us and to request that their Personal Data is corrected, amended or deleted. Please contact the Booker Data Protection Compliance Officer, Equity House, Irthlingborough Road, Wellingborough, NN81LT.
36. We may give information and/or an opinion relating to you or your business or the status of any account (“information”) held with Us to any credit reference agency, bank, supplier or sub-contractor as We reasonably considers appropriate. You authorise us to disclose information to such persons and acknowledge that such information may be used by other customers of such persons, for purposes including, but not limited to, assessing applications for credit by you and members of your household (if applicable) and for occasional debt tracing and fraud prevention purposes. Additionally We may, subject to the provisions of the Consumer Credit Act 1974, seek information from or give information to any credit reference agency, bank or other such person. You authorise Us to obtain such information
37. We may change these Terms and Conditions from time to time at Our discretion. Such changes will take effect from 14 days after publication. Your continued use of the Card or online purchase will be deemed as acceptance of any such change.
38. These Terms and Conditions will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute which may arise between them.

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