

BOOKER

BOOKER LIMITED ("Booker") CUSTOMER TERMS AND CONDITIONS

Please read this carefully. By agreeing to these terms and conditions you expressly agree to be bound by, observe and perform the terms and conditions set out below. You acknowledge that Booker has the right at its sole discretion 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), names 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. Booker only deals with the Card customer and only the business will be invoiced with these goods.
3. Purchases are not allowed by persons as private individuals and the invoice is made out to your business.
4. Booker is a self service wholesale centre for trade use only and the general public is NOT admitted under any circumstances. This Card must be provided on all occasions for entry into Booker. Proof of identification must be given on demand. 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 Booker trades requires your compliance with these terms and conditions. Any breach by you which affects, or threatens to affect the permissions and consents under which Booker trades, will render you liable to Booker.
5. Lost or stolen cards must be reported to Booker immediately. If your business closes down, is sold or disposed of then you should notify Booker in writing without delay and, in any event the Card will immediately deemed to be invalid. Any further use of that shall render you liable to Booker.
6. If you move your place of business to another address, you should notify Booker as soon as possible with the full details so that a new Card can be issued.
7. The Card and the rights that accompany it may be withdrawn by Booker at any time without any reason being given.
8. All legal requirements affecting the purchase of products, limitations of quantities and/or ages of purchasers are applicable at all Booker branches.
9. Buying and/or parking on the Booker premises is done entirely at the risk of you, the card holder and any person accompanying them.
10. If you (or any person accompanying you) opens or damages any original package you shall be bound to buy the whole package concerned at its full price.
11. Booker reserves the right to search your belongings and purchases.
12. All purchases can be paid for in cash, credit card or at Booker's discretion, by cheque. If you wish to present cheques of larger amounts than the guarantee limit you must make special arrangements with the branch. Credit facilities may be supplied at Booker's discretion. If Booker chooses to do so, it will be upon Booker's "Agreement for the Supply of Goods on Credit". You agree to compensate Booker in full against all reasonable costs expenses and outgoings incurred by Booker in obtaining payments from you in the event a failed payment occurs. Booker may at any time after a failed payment has occurred ask a debt

collection agency to collect payment from you.

13. 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 cannot be returned.
14. 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.
15. 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. In observance of Booker hygiene regulations, animals cannot be admitted inside Booker. Smoking is not permitted at Booker branches.
16. The Terms and Conditions under which a Card is issued to you are binding on each and every user. Further, you 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 the premises of Booker. You shall be liable to Booker for any loss, including consequential losses and loss of reputation, caused to it by any such breach of these terms and conditions. Further, by accepting these Terms and Conditions, you agree that you shall be liable to indemnify, and save harmless Booker in respect of any or all liability, loss and damage, including consequential loss, suffered by any third party and claimed from Booker as a consequence of any breach by you of these terms and conditions.
17. No condition undertaking or warranty is given that any goods purchased are suitable for your intended purpose.
18. Title to the goods on the invoice shall not pass to you until full payment has been made.
19. Booker are required to comply with money laundering legislation and regulations designed to combat the laundering of the proceeds of crime. Sales will not be made unless Booker has been provided with satisfactory evidence

of your identity, and in certain circumstances Booker may be required to notify the appropriate authorities of issues relating to your affairs. Booker accepts no liability to you for any losses you incur as a result of any actions Booker is required to take as a result of such legislation and regulations.

20. You should note that under the Waste Electrical & Electronic Equipment Regulations 2006 ("WEE Regulations") you are responsible for the disposal of all electrical and electronic equipment ("EEE"), which should be disposed of by you through a Producer Compliance Scheme ("PCS"). Details of the appropriate PCS are available from the producer of the electrical item (normally the brand owner or importer) and may appear on or in the packaging. For the avoidance of doubt, EEE must not be disposed of through municipal waste facilities and Booker has no responsibility for the collection and treatment costs associated with the disposal of EEE.
21. You agree to comply with all relevant anti-corruption legislation in connection with these Terms and Conditions and Booker's business 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.
22. You acknowledge that Booker has an ethical code of conduct (the "Code of Conduct") which is available at 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 Booker or any Companies within Booker's group of companies.
23. You agree that you must be able to demonstrate your compliance with the requirements referred to in Clauses 21 and 22 at the request of and to the satisfaction of Booker. If you fail to comply with these Clauses, Booker shall be entitled, in its sole discretion, to withdraw this Card, the rights that accompany it and terminate any other agreements between us without penalty to Booker, but with obligations upon you to remedy any damages suffered by Booker as a result of such withdrawal or breach of contract.

24. Booker may give information and/or an opinion relating to you or your business or the status of any account ("information") held with Booker to any credit reference agency, bank, supplier or sub-contractor as Booker 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 Booker may, subject to the provisions of the Consumer Credit Act 1974, seek information from any credit reference agency, bank or other person. You authorise Booker to obtain such information
25. 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.

Please note that Customers intending to purchase products using Booker's website will be subject to and should also review the Website Terms and Conditions and Terms and Conditions of Online Purchase which can be found via the link at the bottom of Booker's homepage at www.booker.co.uk

We would also draw your attention to Booker's Privacy Notice. This too can be found via the link at the bottom of Booker's homepage at www.booker.co.uk