

YOUR BUSINESS DETAILS

FIRST NAME

LAST NAME

TRADING NAME

COMPANY NO.

EMAIL

LANDLINE NO.

MOBILE NO.

BUILDING NAME/NUMBER

STREET

TOWN

POSTCODE

COUNTY

REQUIRED CREDIT AMOUNT £

ACCOUNTS CONTACT DETAILS

NAME

EMAIL

TELEPHONE NO.

BUYER CONTACT DETAILS

NAME

EMAIL

TELEPHONE NO.

Would you like to receive our e-newsletter?

Don't miss out on relevant offers, event info and news from Wildcare.

Please tick relevant boxes if you are happy to receive information via:

Post Phone Email

**We will not share your data.*

EMAIL

NATURE OF BUSINESS - PLEASE TICK AS APPROPRIATE

PROFESSIONAL ECOLOGIST	<input type="checkbox"/>	SCHOOL OR COLLEGE	<input type="checkbox"/>
ACADEMIC RESEARCHER	<input type="checkbox"/>	WILDLIFE ENTHUSIAST	<input type="checkbox"/>
DEVELOPER / ENGINEER	<input type="checkbox"/>	GOVERNMENT ORGANISATION.	<input type="checkbox"/>
COUNTRYSIDE PROFESSIONAL	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

OTHER KEY CONTACTS

NAME	NAME
TEL NO.	TEL NO.
POSITION	POSITION
EMAIL	EMAIL

I have read and accepted your Terms and Conditions of trade, and I am happy for you to store my personal data for accounting and order history purposes.

SIGNED **PRINT NAME**

POSITION **DATE**

Throughout these terms of service outlined below the following definitions of terms used are given as: "Wildcare", "Wildcare.co.uk", "we", "us", "the Company", "our" and "ours" where used, refer specifically to Wildcare Ltd. "The Customer", "you", "your" and "yours" where used refer to any user of this website. The websites www.wildcare.co.uk and www.wildcare.eu are owned and operated by Wildcare. For more information please refer to our Privacy Policy.

1. General

A contract ("Contract") will only come into being upon acceptance by Wildcare of the customer's order and the following conditions, and where applicable the terms of service of a hire and the maintenance agreement terms of service shall be deemed to be incorporated therein. Should there be any conflict between these conditions of sale and supply and the other terms of service referred to then these conditions of sale and supply shall prevail. This Agreement supersedes all previous agreements and understandings between Wildcare and the Customer in respect thereto and may not be modified in any way except by an instrument in writing signed by the duly authorised representatives of Wildcare and the Customer. All terms of service appearing to or referred to in the Customer's order or otherwise stipulated by the Customer are not accepted and shall have no effect. By its acceptance, whether expressed or implied, of these terms of service the Customer acknowledges that in entering into this Agreement he does not do so on the basis of and does not rely on any representation, warranty, statement, agreement or undertaking of any nature whatsoever other than as expressly provided herein and to the extent that the Customer has been the Customer unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

2. Prices

Where goods are sold by reference to Wildcare's published price list, the price payable for the goods shall be the ruling price as published in the price list current at the date of acceptance of the order for the goods, otherwise prices shall be charged on the basis of Wildcare's quotation to the customer.

3. Warranty

Where goods are returned under warranty, they will be repaired or replaced in accordance with the manufacturer's conditions. Wildcare shall exercise its sole discretion in deciding whether to repair or replace the item returned under Warranty. Warranty DOES NOT INCLUDE routine service work or repairs necessitated by misuse. Please see www.wildcare.co.uk/service-and-repair.html for more information.

4. Delivery Charges UK

Delivery charges will apply as displayed in our current brochure or web site. Our delivery terms are DAP and the goods shall be at the customer's risk at the point of arrival at the agreed delivery address. Where delivery is to the Channel Islands, Isle of Man, Isle of Wight, remote locations and all European and Worldwide locations we reserve the right to pass on further delivery charges, taxes and duties incurred by Wildcare in addition to that quoted at the time of order. Please see www.wildcare.co.uk/wildcare-delivery for more information.

5. Returned Goods

5.1. Cancellation of order. The Customer is entitled to a full refund, including basic delivery cost, if (a) they notify Wildcare that they wish to cancel their order within 14 days of receipt of the goods; and (b) they return the goods to Wildcare at the Customer's expense within 28 days after receipt; and (c) the goods are returned as new in a saleable condition. **5.2.** Receipt of damaged or faulty goods. (a) The Customer is entitled to a full refund, including basic delivery cost, if they notify Wildcare of any damages or faults within 30 days of receipt of goods. (b) The Customer is entitled to a replacement or repair if they notify Wildcare of any damages or faults

within 6 months of receipt of goods. If replacement or repair are not successful or possible then the Customer is entitled to a full refund, or a partial refund if the goods have been used. (c) If the Customer has signed a courier receipt to say that the goods were received in good order then Wildcare will not subsequently accept liability for damages sustained in transit. **5.3.** Digital Goods. The Customer is entitled to a full refund if they notify Wildcare of any damages or faults within 30 days of receipt of goods. **5.4.** Orders for perishable items (such as plants or bird food) and items made to order cannot be cancelled. **5.5.** If the goods have already been despatched, the customer is liable to pay for their return. Items must be returned unopened and in resaleable condition. No returns will be accepted without prior authorisation. Please see: www.wildcare.co.uk/wildcare-returns for more information.

6. Payment Terms

Invoices in respect of goods supplied are payable on presentation except for Customers with approved credit facilities, where payment should be received within 28 days of the invoice date. All payments shall be made without deduction or set off. Wildcare reserves the right in accordance with the provisions of the late payment of Commercial Debts (Interest) Act 1998 to charge interest on overdue accounts at the rate of 8% above the base rate of the Bank of England.

7. Liability

7.1 Except in respect of death or personal injury caused by Wildcare's negligence, Wildcare shall not be liable to the customer by reason of any breach of any implied warranty, condition or other term, or any duty of common law, or under the expressed terms of this Agreement, for any direct or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Wildcare, its employees or agents otherwise) which arise out of or in connection with performance under this Agreement except as expressly provided for herein. **7.2** Wildcare shall not be liable for any loss or damage whatever due to failure by Wildcare to deliver the goods or services (or any of them) promptly or at all. Notwithstanding that Wildcare may have delayed or failed to deliver the goods or services (or any of them) promptly the customer shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within 10 days of the date agreed for delivery. **7.3** In any liability that Wildcare may have to the customer shall be subject to a maximum sum of the sums payable by the customer to Wildcare only in relation to this sale and supply agreement.

8. Retention of Title

8.1 Notwithstanding that the risk in the goods shall pass to the Customer on delivery, title of goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with Wildcare until payment in full has been received: **8.1.1** for those goods **8.1.2** for any other goods supplied by Wildcare **8.1.3** of any other monies due from the customer to Wildcare on any account. **8.2** Until title to the goods passes to the Customer under clause 8.1 the Customer shall keep the goods separately and readily identifiable as the property at Wildcare. **8.3** Any resale by the Customer of goods in which title has not passed to the Customer shall (as between Wildcare and the Customer only) be made by the Customer as agent for Wildcare. **8.4** Goods shall be deemed sold or used in the order delivered to the customer. **8.5** At any time before title to the goods passes to the Customer (whether or not any payment to Wildcare is then overdue or the Customer is otherwise in breach of any obligations to Wildcare), Wildcare may (without prejudice to any other of its rights); **8.5.1** retake possession of all or any part of the goods and enter any premises for that purpose (or authorise others to do so) which the Customer hereby authorises; **8.5.2** require the Customer to deliver up to Wildcare of all or any part of the goods. **8.6** Wildcare may at any time appropriate sums received from the Customer as it thinks fit

notwithstanding any purported appropriation by the Customer. **8.7** Each clause and sub-clause of this clause 8 is separate, severable and distinct and, accordingly in the event of any of them being for any reason whatever unenforceable according to its terms the other shall remain in full force and effect.

9. Collection

If collection of goods has been requested the Customer will collect the goods from the Company's premises within 7 days of notification that the goods are ready for collection failing which a daily storage charge may be levied at our discretion.

10. Payment

The Customer shall pay on ordering of the goods unless a credit account with the Company has been approved, in which case the credit terms in clause 6 above shall apply. Payment shall be in a form acceptable to the Company. Whilst in its possession the Company shall have a lien over the goods as a security for its charges.

11. VAT

All prices are subject to VAT which will be charged at the rate ruling at the date of sale.

12. Forbearance

Any forbearance, indulgence or relaxation on the part of Wildcare shown or granted to the Customer on any particular occasion in respect of any of the provisions of the Contract shall apply on that occasion only and shall not otherwise affect, diminish, restrict or prejudice the rights or powers of Wildcare under the Contract or operate as or be deemed to be a waiver of any breach by the Customer of the terms of service of the Contract.

13. Applicable Law

The contract (and any proceedings whereby one party might be entitled to join the other third party) shall in all respects be governed by and constructed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

14. Exclusions

All conditions, warranties or other items implied by statute to common law are hereby excluded to the fullest extent permitted by law.

15. Validity

Should any term in this contract be held to be invalid, such invalidation will not affect the validity of the remaining terms.

16. Third Parties

For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term.

Data Retention

We will hold and process your data in accordance with our Privacy Policy, and only hold data that is necessary to maintain your account records and provide you with account services. These can include things like credit terms, discounts and order history.

We would also like to use your name and email address to keep you up to date with industry news and special offers, however we will only do this with your permission.

Please see our full privacy policy for further details of how we store and process your data.

By signing this form, you are giving us permission to store and process your data in line with our Privacy Policy, and accept to be bound by our full Terms and Conditions.

Privacy Policy: www.wildcare.co.uk/wildcare-privacy
Ts & Cs: www.wildcare.co.uk/wildcare-terms