WOGAN
BUILD CENTRE

TRADE APPLICATION FORM

www.wogans.ie

1. Company Details:

Full Company Name: .....

Company Registration No: .....

Address: .....

Address: .....

Address: .....

Eircode: .....

Website: .....

Trading Name: .....

VAT Number: .....

Date of Incorporation: .....

No of years established: .....

Number of Employees: .....

PO number required: Yes ☐ No ☐

Type of Business (please tick):

Limited Company ☐ Sole Trader ☐ Partnership ☐

2. Contact Details:

Accounts Payable Contact: .....

Phone Number: .....

Email Address .....

Purchasing Contact: .....

Phone Number: .....

Email Address: .....

3. Directors Details: (Please list two Directors)

Director 1 – Name: .....

Date of Birth: .....

Home Address Line 1: .....

Home Address Line 2: .....

Home Address Line 3: .....

Eircode: .....

Phone Number: .....

Director 2 – Name: .....

Date of Birth: .....

Home Address Line 1: .....

Home Address Line 2: .....

Home Address Line 3: .....

Eircode: .....

Phone Number: .....

4. Trade References: (Please provide three – No Skip Hire companies)

Company Name: .....

Contact Name: .....

Address: .....

Eircode: .....

Type of Supply: .....

Phone Number: .....

Company Name: .....

Contact Name: .....

Address: .....

Eircode: .....

Type of Supply: .....

Phone Number: .....

Company Name: .....

Contact Name: .....

Address: .....

Eircode: .....

Type of Supply: .....

Phone Number: .....

5. Description of Business:

General Building and Construction

- ☐ Developer Multiple Units
- ☐ Developer Single Unit
- ☐ Building Contractor Multiple Units
- ☐ Building Contractor Single Unit
- ☐ Extensions & Renovating
- ☐ Bricklaying
- ☐ Repair and Maintenance
- ☐ Roofing

Civils, Drainage and Landscaping

- ☐ Civil Engineering
- ☐ Groundworking
- ☐ Landscaping

Carpentry

- ☐ First Fix Carpentry
- ☐ Second Fix Carpentry
- ☐ First & Second Fix Carpentry

Plumbing and Heating

- ☐ Plumber
- ☐ Mechanical Contractor
- ☐ Bathroom Fitter

Interior and Exterior

- ☐ Plastering and Drylining
- ☐ Painting and Decorating
- ☐ Insulation Fitter

DIY

- ☐ Non Trade Business
- ☐ Schools/ Colleges/ Universities
- ☐ Public Organisation
- ☐ Housing Associations
- ☐ Farmer
- ☐ Fencing Contractor
- ☐ Other

If you ticked 'Other', please give further details: .....

6. Data Protection:

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share the information with other businesses. In some instances we may also make a search on the personal credit file of principal directors. Should it become necessary to review an account, then again a credit reference may be sought and a record kept. 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 when assessing applications for credit and fraud prevention. Respecting your privacy, we will record your purchasing preferences and may use your information for marketing purposes. For further information about your rights and how we use your personal information can be found under our Privacy Policy on our website.

From time to time WBC Plumbing Supplies would like to send you special offers or information on our products and services.

Please tick if you **do not** wish to receive any information or discount offers by: Phone ☐ Email ☐

7. Customer Declaration: (Please note this section is mandatory)

I/We the undersigned, apply to Wogan Build Centre for credit facilities and declare that the information given above is accurate. I/We agree to trade on Wogan Build Centre Terms and Conditions of Sale, applicable at the date of the transaction, and confirm that I/We have read the Terms and Conditions of Sales contained in this form. Wogan Build Centre reserves the right to terminate their agreement for credit forthwith without notice, upon a breach by the customer of our Terms and Conditions, and all amounts then outstanding will become due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

Please supply one of the following with your completed application form:
* Limited Company – Company Letterhead & Utility Bill * Sole Trader / Partnership – Utility bill

Credit Limit Requested: .....

Signed:	Signed: .....
Name (Please print):	Name (Please print): .....
Position:	Position: .....
Date:	Date: .....

8. Personal Credit Guarantee: (Please note this section is mandatory)

In consideration of your agreement to supply goods on credit to the Company applying for credit ("the Company"), I / We are a director, member, authorised person, or authorised on behalf of a director or member. I unconditionally, jointly and severally, personally guarantee payment of all monies due and owing by the Company to Wogan Build Centre and each of its subsidiaries and successors from time to time. This includes any costs of enforcing this Guarantee.

I/we acknowledge and agree that: (a) the initial credit limit (and any subsequently increased credit limit) may be increased from time to time; and (b) if the credit amount is increased at any time, it will be covered by this Personal Guarantee. Notice of the increase to the Company is deemed to be notice to me/us and if the Company uses the increased credit limit, then this is deemed consent by me/us to the increase in credit limit.

Signature: .....

Full Name: .....

Date: .....

Signature: .....

Full Name: .....

Date: .....

Signature: .....

Full Name: .....

Date: .....

For Internal Use Only:

Sales Manager:

Account Number:

CONDITIONS OF SALE

WOGAN BUILD CENTRE SALE TERMS
(Goods and Services) OCTOBER 2015

Your attention is in particular drawn to terms 4 and 9.

If you are a consumer (as defined by the Consumer Protection Act 2007) we recognise that you may have additional rights under statute and confirm your statutory rights are not affected by these terms.

1.Definitions and Interpretations

1.1 In these terms 'we' or 'us' means the member company of Wogan Build Centre Ltd specified in the contract for the sale of goods and/or services to you; 'you' means the person, firm or company who purchases the goods and/or services from us; and 'our' and 'your' shall be construed accordingly and 'contract' means any order which has been accepted by us.

1.2 References to any statutory provision shall include (i) any subordinate legislation made under it (ii) any provision which it has been modified or re-enacted and (iii) any provision which subsequently supersedes it or re-enacts it.

1.3 "Customer" means the person who purchases the Goods.

1.4 "Goods" means the goods ordered by the Customer from Wogan Build Centre Ltd, in an order which has been accepted by us.

2. Application of Terms

2.1 These terms apply to all sales of goods and/or services by us to the exclusion of all other terms (including any which you purport to apply) unless expressly agreed in writing in advance by one of our Directors.

2.2 Each order or acceptance of a quotation for goods and/or services by you shall be deemed to be an offer by you to buy goods and/or services subject to these terms. No order or acceptance of a quotation by you shall be deemed to be accepted by us until written confirmation of order is issued by us or (if earlier) we begin to process your order. We shall be entitled to withdraw any quotation at any time (whether or not already accepted by you).

2.3 You acknowledge that you have not relied on any statement or representation made or given on our behalf. Any estimate of quantities needed, advice as to the suitability of any goods for a particular purpose and any plan or measurement given by us is given for guidance only (based on your information) and without liability on our part. No allowance is made by us for additional materials, wastage or installation. You must satisfy yourself that all goods and/or services ordered are correct.

2.4 Any typographical error or clerical omission in any sales literature, quotation, price list or other document issued by us may be corrected without liability on our part.

3. Description of Goods

3.1 The quantity and description of the goods are set out in our quotation or confirmation of order. We may supply goods in either metric or imperial sizes to the nearest equivalent measure and goods may be charged in metric allowing for conversion.

3.2 All samples, drawings, descriptive matter, specifications and advertising are issued or published for the sole purpose of giving an approximate idea of the described goods. They shall not perform part of the contract and this is not a sale by sample. Each order shall be considered a separate order and we are unable to guarantee that further orders for the same goods will match the previous order.

3.3 Where fine or special tolerances are required in the goods supplied beyond those generally accepted in the building trade, no liability shall attach to us unless such tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are prepared to accept such order.

4. Delivery of Goods

4.1 Unless otherwise agreed by us, delivery is deemed made when the goods are made available to the customer for unloading at the point of delivery which, ordinarily, shall take place at our place of business or (where we agree to deliver) when the goods are ready for unloading at the delivery address.

4.2 Any dates and times we specify for delivery of the goods are an estimate. We shall not be liable to you if we do not deliver on or at a particular date or time.

4.3 If you fail to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods because you have not provided appropriate instructions, documents or consents, we shall be entitled to immediate full payment and risk in the goods shall pass to you. We may store such goods until delivery and you shall be liable for all related costs and expenses arising from such non delivery including transport and storage costs. If you fail to accept delivery within 6 months of the date of the contract, we may sell or dispose of those goods (whether or not you have paid for them). Storage or disposal costs shall be recoverable from you. Any net proceeds of any sale shall be held on trust for you.

4.4 We will deliver to site provided there is a suitable road to the point where delivery is requested. If no such road exists, delivery will be made to the nearest point at which, in the driver's opinion, the vehicle can safely and lawfully unload. Except where we use a vehicle-mounted crane/fork truck, you shall be responsible for safely and lawfully unloading the goods and shall provide all necessary labour and equipment. We may charge you an additional fee if you delay in taking delivery of the goods when tendered. If any goods, packaging or container has been delivered and deposited, whether on the public highway or elsewhere, you shall be responsible for all regulatory matters concerning such deposition and for all steps that need to be taken for the protection of persons or property in relation to such goods, packaging or containers and shall indemnify us in respect of all or any costs, claims, losses or expenses which we may incur as a result of such delivery.

4.5 We shall not be liable for any shortages in quantity delivered unless you give written notice to us of such shortages within 24hrs of delivery. In any event our liability shall be limited to making good the shortfall or (at our option) issuing a credit note or refund at the pro rata contract rate against any invoice raised for such goods.

4.6 We may deliver goods by separate instalments. Each instalment shall be a separate contract and cancellation or termination of one instalment shall not entitle you to cancel any other instalment.

4.7 Notification of queries and/or complaints about delivery or any matter relating to the goods shall be made as soon as possible and in any event within twenty eight days of the date when the goods would in the ordinary course of events have been delivered in default of which the goods shall be deemed to have been delivered in accordance with the contract.

4.8 We shall not be responsible for taking back any non-chargeable packaging/pallets.

4.9 The cost of any testing of the goods that we deem is necessary whether or not in your presence, will be charged to you, unless prior written agreement has been obtained from us. If you (or your representative) delay in attending such tests, even after seven days' notice of the place and times of such tests, the tests will proceed in your absence and shall be deemed to have been carried out in your presence.

5. Risk and Ownership of Goods

5.1 The goods are at your risk from the time of delivery or deemed delivery.

5.2 Ownership of the goods shall not pass to you until we have received in full (in cleared funds) all sums due to us in respect of the goods and all other sums which are or become due to us from you on any account.

5.3 Until ownership of the goods has passed to you, you shall hold the goods on a fiduciary basis as our bailee and store the goods (at no cost to us) in satisfactory condition and in such a way that they remain readily identifiable as our property and you shall tell us immediately where the goods are situated.

5.4 Subject to 5.5, you may resell the goods before ownership has passed to you provided that any sale shall be effected in the ordinary course of your business at full market value and you shall deal as principal; you shall hold all proceeds of sale on trust for us and assign to us all rights and claims which you may have against your customer arising from such sales until full payment is made.

5.5 Your right to possession of, and the right to sell the goods shall terminate immediately (and you shall immediately deliver the goods to us at your cost and risk). If we notify you to such affect or on the happening of any event set out in 10.3(a)-(i) (whichever is earlier) and you shall immediately notify us in writing upon the happening of any such event.

5.6 You grant to us and our agents an irrevocable license at any time to enter any premises (with and without vehicles) where the goods are or may be stored in order to inspect them or, where your right to possession has terminated, to recover them.

5.7 Where we are unable to determine whether any goods are the goods in respect of which your right to possession has terminated , you shall be deemed to have sold all goods of the kind sold by us to you in the order in which they were invoiced to you.

6. Provision of Services

6.1 Where the goods supplied include services by us, our agents or subcontractors, you shall (where necessary) allow us safe and reasonable access to the site within our normal working hours to carry out the services.

6.2 The price quoted for such services assumes that:
(a) the site is ready and suitable for the services to commence at the agreed time;
(b) the services are to be carried out within our normal working hours;
(c) suitable site access is available at all times; and
(d) adequate mechanical lifting equipment is provided by you in the event that the services are to be carried out above ground level.
If any of these assumptions proves incorrect, we shall be entitled to vary the price.

6.3 You shall provide a safe environment and all the necessary consents, information, and resources for us, our agents and subcontractors to carry out the services.

6.4 In relation to any installation services, you are responsible for insuring the goods (whether before or after installation) and shall notify your insurers that we will be carrying out such services on site. You shall be solely responsible for protecting carpets, furniture and all other items.

6.5 Any dates and times we specify for commencement and completion of the services are an estimate. We shall use reasonable efforts to meet any stated dates for performance but shall not be liable (in contract, negligence or otherwise) for any loss or damage resulting from our failure to do so, howsoever caused.

6.6 If we provide design services, all copyright and other intellectual property rights created or developed shall remain the sole property of us or our licensors.

6.7 We may at our discretion delegate any of our duties in the provision of the services to a sub-contractor of our choosing.

7. Price and Additional Charges

7.1 Unless we otherwise agree in writing, the price payable for the goods and/or services shall be the price applicable on the date of delivery or deemed delivery for goods and the date the services are carried out for services.

7.2 The price for the goods and/or services shall be exclusive of any value added tax, which shall be payable by you at the rate applicable at the tax point.

7.3 We may at any time after acceptance of an order, but prior to delivery, revise the price payable for the goods and/or services to take account of increases in costs including, without limitation, costs of any goods or materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy or variation in exchange rate.

7.4 Unless we otherwise agree in writing, we reserve the right to charge you the cost of delivering the goods to you.

7.5 We may charge for any special packaging to cover the cost of labour and materials. We will charge for pallets, crates and cases but these charges will be credited in full if such items are returned to us carriage paid and in good order and condition within 7 days of delivery. Where we agree to collect such pallets, crates and cases, you shall make such items available for collection on request.

7.6 Queries on the pricing of products on invoices must be made within 60 days of the date of invoice. No requests for review will be accepted after 60 days.

8. Payment and Interest

8.1 Payment for goods and/or services supplied on a credit account shall be due not later than the last day of the month following the month of delivery or deemed delivery of the goods and/or services. If you default in making payment, the entire balance of your account shall be payable immediately and we may charge interest, together with costs and expenses, in accordance with 8.4.

8.2 For non credit account purchases, payment shall be made at time of order and full payment received prior to release of goods for delivery.

8.3 Time for payment shall be of the essence. You shall make all payments in euros and in full without any deduction.

8.4 If you fail to pay us any sum due (and whether or not any part of your account is subject to query), we may, in addition to our rights under 10.3, appropriate any payment made by you to such of the goods and/or services (or such goods or services supplied under any other contract between you and us) as we may think fit; and you shall be liable to pay us interest on such sum at the annual rate of 8% above the base lending rate from time to time of the European Central Bank, accruing on a daily basis, or, at our option, interest in accordance with European Communities (Late Payment in Commercial Transactions) Regulations 2012 - S.I. 580 of 2012.from the due date for payment until payment is made in full, whether before or after any judgment, together with all costs and expenses incurred by us in recovering sums due or exercising our rights under this provision, including our debt recovery fees at a rate of 6% of the total amount outstanding.

8.5 Credit accounts may only be opened at our discretion and are subject to satisfactory references. We may set a maximum amount of credit allowable upon each account and withdraw credit facilities without explanation. You agree that we may obtain, retain, and provide to third parties, references as to your financial standing. Any change in the constitution of your organisation must be notified to our Credit Control Department in writing prior to it occurring in order that credit facilities to the reconstituted organisation may be put in place, subject always to our discretion and our confirmation in writing. Until new credit facilities are agreed, the existing entity and any new entity shall be jointly and severally liable for any debt due to us.

9. Liability

9.1 If any goods or services are defective due to defective workmanship or material, we shall (at our option) repair or replace such goods (or the defective part) or rectify the defective service or refund the price of such defective goods or services at the pro rata contract rate provided that:
(a) you give us written notice of the defect within seven days of the date of delivery or completion of the services or, in the case of a defect which is not discoverable upon reasonable examination, within seven days of the time when you discover or ought to have discovered the defect (and in any event within twelve months from the date of delivery or completion of the services);
(b) we are given a reasonable opportunity after receiving notice to examine such goods and/or services (in situ) and (if asked to do so by us) you return such goods to our place of business for the examination to take place there;
(c) you do not make any further use of such goods after giving such notice;
(d) the defect is not due to wilful damage, negligence (other than ours), fair wear and tear, alteration or repair of such goods without our prior written consent or incorrect storage, application, movement, installation, commissioning, use or maintenance of the goods (other than by us); and
(e) the defect is not due to any act or omission of you, your agents or contractors.

9.2 Our entire liability for defective goods and services is set out in 9.1 and in particular we shall not be responsible for either the cost of removing the goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any repaired or replacement goods unless due to our defective service.

9.3 On request, we will provide information about any manufacturer's guarantee offered and available to you in respect of the goods but we are not legally responsible for any obligation under manufacturer's guarantees. Where the goods contain a warranty or guarantee offered by us please refer to the special conditions applicable on our website or available upon request.

9.4 Save as expressly set out in these terms, all warranties and other terms implied by statute or common law (save for the term implied as to title) are, to the fullest extent permitted by law, excluded from the contract.

9.5 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price.

9.6 We shall not be liable to you for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) or for any pure economic loss, depletion of goodwill or loss of anticipated savings, in each case whether direct, indirect or consequential, or any other indirect losses whatsoever and howsoever caused.

9.7 Nothing in these terms excludes or limits our liability for:
(a) death or personal injury caused by our negligence,
(b) fraud or fraudulent misrepresentation;
(c) any other matter which it would be illegal for us to exclude; and
(d) any statutory rights which cannot be legally excluded or limited, including the statutory rights of a customer.

9.8 Where goods are manufactured in compliance with any designs, specifications or drawings supplied by you or your customer, you shall indemnify us against all proceedings, costs, claims, losses or demands in respect of any infringement or alleged infringement of any intellectual property rights whatsoever of third parties in any part of the world.

10. Cancellations and Returns

10.1 We may, at our discretion, accept or reject the cancellation of any contract or the return of any goods not required. Any such cancellation or return shall be on such terms as we specify and in particular we may charge you a handling fee and all costs incurred on cancelled orders.

10.2 Where you are a "consumer" under a "distance contract" as per the Consumer Rights Directive 2014 you may cancel a contract within fourteen days after the date the goods are delivered. You must return the goods to the branch from which they were delivered or request us to collect the goods, at your cost. This term shall not apply to any goods specially obtained or made for you or which are liable to deteriorate or expire rapidly. Any refund will only include standard delivery charges (where relevant).

10.3 We shall be entitled to cancel or suspend a contract if you fail to pay us any sum due pursuant to the contract (whether or not any part of your account is subject to query) or any of the following events occurs or we believe is likely to occur:
(a) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take a benefit for the relief of insolvent debtors; or
(b) you convene a meeting of creditors or enter into liquidation; or
(c) you have a receiver and/or manager, administrator or administrative receiver appointed over your undertakings or any part; or
(d) a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order in your respect, or any proceedings are commenced relating to your insolvency or possible insolvency; or
(e) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or
(f) you are unable to pay your debts within the meaning the Personal Insolvency (Amendment) Act 2015 or you cease to trade; or
(g) any event similar to the above occurs; or
(h) you fail to observe or perform any of your obligations under the contract or any other contract between us and you; or
(i) you encumber or in any way charge any of the goods.

10.4 All items returned will be subject to the appropriate re-stocking charge for that product. Special orders or non-stock items are non returnable and credit will not be issued for these. Please refer to our full returns policy which is available on request or on our website www.wogans.ie.

11. Health and Safety

Certain goods supplied by us could, if incorrectly used, give rise to risks to health and safety. Information in respect of such goods is available from us. You undertake that you will ensure compliance by your employees, agents and customers with any instructions given by us or the manufacturer or our supplier and will take any other steps or precautions, having regard to the nature of the goods, as are necessary to preserve the health and safety of any person handling, using or disposing of them.

12. Waste

You will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management licences relating to such waste, including the appropriate disposal by you of any goods marked with a crossed out wheelie bin symbol, save where you are a consumer and it is our responsibility at law. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this provision.

13. Force Majeure

We may defer the date of delivery, cancel the contract or reduce the volume of the goods and/or services ordered by you (without liability to you) if we are unable to deliver or supply due to any cause beyond our reasonable control (including the acts or omissions of our suppliers and subcontractors).

14. General

14.1 Any notices given pursuant to or in relation to the contract shall be in writing and addressed to the party concerned at its principal place of business or last known address. Any notice shall be deemed delivered two days after posting or on the next working day after fax transmission.

14.2 Any provision of the contract found to be invalid or unenforceable shall, to such extent, be deemed severable and the remaining provisions of the contract shall continue in full force and effect.

14.3 Failure or delay by us in enforcing any contract term shall not be construed as a waiver of any of our rights under the contract.

14.4 You shall not be entitled to assign or subcontract any of your rights or obligations under the contract.

14.5 Save for any member company of Wogan Build Centre who shall be entitled to enforce any provision of the contract, no person who is not a party to the contract shall have a right to enforce any term of the contract which expressly or by implication confers a benefit on that person.

14.6 Any dispute or claim arising in connection with the contract shall be subject to the exclusive jurisdiction of the Courts of The Republic of Ireland.

CHECKLIST

- **Form of Identification:**

  Limited Company – Company Letterhead & Utility Bill
  Sole Trader / Partnership – Utility Bill

- **Have you filled in your requested credit limit?**
- **Have you provided your three trade references?**
- **Have you signed part 7 / Customer Declaration?**
- **Have you signed part 8 / Personal Credit Guarantee?**

Please return completed forms to:

Credit Control Department
Wogan Build Centre
North Road
Drogheda
Co. Louth
A92 T20W

WHAT HAPPENS NEXT?

Please allow five working days for your account application to be processed.

If your application has been successful, you will receive written confirmation of your credit limit and account number.

For any enquiries relating to this form please contact our Credit Control Team on 041-9830511

CONTACT US

Wogan Build Centre
North Road, Drogheda,
Co. Louth, A92 T20W

Tel: +353 (0) 41 9830511

Email: info@wogans.ie