

MARKS & SPENCER

Credit application form

Company Name

Trading name
Type of business
Contact name
Full address

Postcode

Banker's name

Bank account number
Sort Code
Address

Postcode

Transfer reference (2 required)

Company name
Address

Postcode

Telephone number/contact

E-mail address

Invoice contact

Invoice address

Postcode

Telephone number

E-mail address

Fax number

Registered number

Registered address

Postcode

Estimated credit limit per 28 days £

Company name

Address

Postcode

Telephone number/contact

E-mail address

Please allow approximately 28 working days. Subject to credit clearance you will be notified when your account is operational.

I have read and agree to abide by the terms and conditions overleaf and I consent to the aforementioned bank providing a reference.

I agree to accept any changes from our bankers for providing this service to Marks & Spencer.

Signature

Printed signatory name

Marks & Spencer is a registered data user under the Data Protection Act. We never make your personal details available to other companies for marketing purposes other than for the marketing of Marks & Spencer branded products and services. We (and our representatives) may hold your personal details in order to process your order and/or maintain your account. The Marks & Spencer Group (and our representatives who supply Marks & Spencer branded goods and services) may also use your details to send you further information on Marks & Spencer branded products and services, to keep you up-to-date on goods, services, new collections and promotional offers you may be interested in or for research purposes. If you prefer not to receive such information or be a part of such research, please write to: Marks & Spencer, Freepost Lon 2078, PO Box 6398, Derby DE1 1UN. No stamp is required. Please include your name, address and postcode along with any Marks & Spencer account number or correspondence reference you may have.

Gift Vouchers
The real incentive

Marks & Spencer Gift Vouchers, PO Box 288, Warrington WA5 7WZ.

Tel: 0870 608 0505 Fax: 0870 366 5197

www.marksandspencer.com Email: corporategiftvouchers@marks-and-spencer.com

Marks and Spencer plc Registered Office: Waterside House, 35 North Wharf Road, London W2 1NW.

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YOUR M&S

Terms and Conditions for the Sale of Vouchers

Any company, partnership, individual or other legal entity ("you") purchasing gift vouchers or other stored value instruments ("Vouchers") from Marks and Spencer plc ("us" or "we", as applicable) does so subject to these terms and conditions.

Despatch

1. If we have opened a credit account for you, we will despatch Vouchers to you as soon as reasonably possible after we receive your order. If we have not opened a credit account for you, we will despatch Vouchers upon receipt of cleared funds in respect of the Vouchers. For payments by cheque, cleared funds means 10 days after the cheque has cleared. While we do keep a stock of Vouchers at all times, if we receive a number of large orders at or around the same time, that may delay delivery of your order as we will need to have more Vouchers printed.
2. Risk in the Vouchers will remain with us until the Vouchers are delivered to you, at which point risk in the Vouchers shall pass to you. Title in the Vouchers will remain with us until you pay for the Vouchers in full. If you sell or transfer the Vouchers to any third party, you must make clear to the recipient that title in the Vouchers remains vested in Marks and Spencer plc until we have been paid in full.
3. We reserve the right to refuse any order for Vouchers at any time and for any reason, without the need to state the reason for any such refusal.

Payment

4. If we have opened a credit account for you, we will send you an invoice for the Vouchers you have ordered within 2 days of receiving your order. You must settle all invoices within 28 days of the date of the invoice.
5. If you are late in paying any overdue invoices:
 - you will forfeit any discount that we have previously agreed to give you, which will then become payable by you;
 - interest at the rate of 4% above HSBC base rate will be levied on all amounts which have not been settled within 28 days of the invoice date; and
 - we will suspend your account until payment has been received in full, which means that you will not be able to order any Vouchers from us until you have settled your account in full.

Use of M&S Brand

6. You may not use any product image, corporate title, designation, service mark, trademark or any other trading name or style of Marks & Spencer ("M&S Brand") without having first obtained our consent in writing. You may not despatch any Vouchers to any third party if we have not previously approved any artwork incorporating the M&S Brand in writing. We may withdraw any consent or approval referred to in this clause at any time by notifying you of such withdrawal.

Discrepancies

7. If you receive Vouchers and there are any discrepancies in the number of Vouchers delivered as against your order, you must notify M&S Direct within 3 days of receiving the Vouchers otherwise you are deemed to have accepted the order as correct. Except where you have paid by cheque, if you do not receive any Vouchers within 5 working days of placing your order you should notify us. If you have paid by cheque, you should notify us within 15 days of placing your order.

Terms Governing the Vouchers

8. You may not sell the Vouchers to any third parties without our consent. If we do give our consent then such consent may be subject to any conditions which we impose. In any event you may not sell the Vouchers through the internet without our express written consent, which

you must obtain before making any such sale. We reserve the right at all times to refuse to permit any sale of Vouchers by you to a third party.

9. You may change your order if we have not yet despatched the Vouchers. However once we have despatched the Vouchers you may not change the order. If you do make a change to your order this may result in a delay in despatch.
10. The terms governing the use of the Vouchers themselves are available from us by writing to the following: the Gift Voucher Department, Marks & Spencer, Waterside House 35 North Wharf Road, London W2 1NW.

Data Protection

11. Marks & Spencer is a registered data user under the Data Protection Act. We never make your personal details available to other companies for marketing purposes other than for the marketing of Marks & Spencer branded products and services. We (and our representatives) may hold your personal details in order to process your order and/or maintain your account.
12. The Marks & Spencer Group (and our representatives who supply Marks & Spencer branded goods and services) may also use your details to send you further information on Marks & Spencer branded products and services, to keep you up-to-date on goods, services, new collections and promotional offers you may be interested in or for research purposes. If you prefer not to receive such information or be a part of such research, please write to: Marks & Spencer, Freepost Lon 2078, PO Box 6398, Derby DE1 1UN. No stamp is required. Please include your name, address and postcode along with any Marks & Spencer account number or correspondence reference you may have.

Your Insolvency

13. In the event that:
 - you make any voluntary arrangement with your creditors, you become subject to an administration order, you go into liquidation, you suffer a petition for winding up to be issued against you or the equivalent occurs under any jurisdiction order other than for the purpose of a solvent amalgamation or reconstruction, or (being an individual) you are made bankrupt; or
 - an encumbrancer takes possession of, or a receiver or an administrative receiver is appointed over any of your property or assets; or
 - you suspend or threaten to suspend any payments hereunder or cease or threaten to cease to carry on business or
 - M&S reasonably considers that any of the events mentioned above is about to occur in relation to you

then without prejudice to any other right or remedies available to us, we shall be entitled forthwith to cancel our contract with you and/or suspend any further deliveries of Vouchers without any liability to you.

14. We will be entitled at any time to require you to deliver up any Vouchers which have not been paid for to us and if you fail to do so immediately we shall be entitled to enter on to any premises where the Vouchers are stored and repossess the Vouchers.
15. Where we are in breach of these terms:
 - a. we will not be liable to you (whether in contract, tort or otherwise) for any indirect or consequential loss, cost or damage you suffer;
 - b. we will not in any event be liable for any loss of profits, loss of business, loss of revenue, loss of data or loss of goodwill, whether any such loss is direct or indirect.
 - c. our maximum liability to you arising out of or in connection with your ordering Vouchers from us shall be limited to 10% of the value of Vouchers which you ordered.