

Hardware Only Partner Agreement



APPLICATION

Personal Details			
Full Trading Name			
Limited Company/Sole Trader/ Partnership/Other? Please specify			
Registered Name			
Full Trading Address			
Post Town		Postcode	
Landline		Fax No	
Mobile Number(s)			
Email		Website	
Company Registration No		VAT No	
Date of Incorporation		1st Date of Trading	
Financial Year End			
Registered Office			

Non Limited Companies only - enter details for all partners			
Name			
Address			
Postcode		Mobile Number	
Name			
Address			
Postcode		Mobile Number	
Please continue on separate sheet if applicable			

Nature of Business										
Business Type - Please tick ALL that apply	B2B		Mobile Reseller		Electrics Reseller		Web		Other	
Industry Sector - Please tick ALL that apply	Mobile		Fixed Line		IT		Other		Reseller	
Current Distributor										
Please give details of your currently mobile distributor(s)										
How did you hear about us?										
Please tick one	Trade Press		Web Search		Email		Referral		Sales call	
Other - please specify										

Dont forget to enclose the following documentation	Tick
Business Proof (utility bill less than 3 months old)	
Bank details on company headed paper	
Completed Personal Guarantee counter signed (Limited companies only)	
Most recent submitted accounts in support of your application (sole traders and partnerships only)	
Personal proof of identity for ALL Directors/Partners (driving license or passport)	

Declaration (Dixons Carphone Hardware Only Business Partner Terms)	
By signing below I accept that I have read, understood and agree to abide by the Dixons Carphone Hardware Only Business Partner terms, the current version of which is attached (as may be updated from time to time and published on partners.carphonewarehouse.com).	
SIGNATURE	Date
PRINT NAME	

Tick here to indicate that you have read and agree to the terms presented in the Terms and Conditions agreement.

Call us on: **0330 6780525 option 1** or visit: **Partners.carphonewarehouse.com**



PERSONAL GUARANTEE

Personal Guarantee		
I, Herein the "Guarantor"		(full name)
of		(Full home address)
Guarantee the obligations of the following Partner Herein the "Partner"		(Full name of partner)

To: The CPW¹ Group

- The Company and the Partner are considering entering to the CPW Group Partner Terms and Conditions (the "Terms") for the supply of goods, services and credit facilities to the Partner by the Company
- In order to induce Company to enter into the Terms with the Partner, the Guarantor has agreed to guarantee the obligations of the Partner under the Terms, as set out in this Guarantee.
- The Guarantor hereby covenants with the Company and unconditionally and irrevocably guarantees due and punctual performance of each obligation of the Partner contained in the Terms and to pay and discharge on demand all and any sums, liabilities, costs and expenses now or hereafter properly accrued and due and payable to Company, upon demand and with out proof, conditions, counterclaim, set-off or deduction, including:
 - debts which are due to the Company, including future debts (and including in particular debts arising under the clauses marked "clawback" under the Terms);
 - the Partner's actual or contingent liability to Company, including the whole of any liability which is incurred jointly with another person; or any interest, charges or expenses (however they are incurred), by reason of the Partner's failure to perform such obligations or otherwise.
- Indemnity: The Guarantor hereby indemnifies and agrees to keep Company fully and effectually indemnified from and against any and all losses costs actions proceedings claims damages expenses (including reasonable legal costs and expenses) or liabilities whatsoever suffered or incurred directly or indirectly in consequence of a breach by the Guarantor of the provisions of this Guarantee or from or out of any breach non-performance or non-observance by the Guarantor of any of the conditions, obligations, representations, warranties and undertakings on the part of the Guarantor in relation to the Partner.
- Continuing Security: This Guarantee is to be binding on the Guarantor as a continuing security and the obligations of the Guarantor hereunder are independent of those of the Partner and therefore, Company shall not be required to take any proceeding or exhaust any remedy which it may have against the Partner prior to calling on the Guarantor to satisfy the indemnity and/or obligations as set out in this Guarantee.
- Right of Set-Off: Company may, without notice to the Guarantor, apply or otherwise withhold or set-off any out standing balance due or payable to the Guarantor under any separate contract, terms or other contractual arrangement in or towards satisfaction of any sum then due and payable from the Guarantor under this Guarantee by reason of the Guarantor's failure to perform its obligations under the Terms.
- Company's Discretion: Company shall be at liberty at all times whether before or after any demand hereunder without prejudice to this Guarantee and without discharging or in any way affecting the Guarantor's liability hereunder to:
 - grant to the Guarantor any time or indulgence;
 - deal with, exchange, renew, vary, release, modify or abstain from perfecting or enforcing any guarantees or rights which it may now or hereafter have from or against the Guarantor;
 - compound with, discharge, release or vary the liability of the Guarantor or concur in, accept or vary any compromise arrangement or settlement with the Guarantor or any other person or concur in or vary any deed of arrangement or deed of assignment which might be executed by such persons for the benefit of creditors; or
 - release compound with discharge or modify the liability of the Guarantor here under or make any other arrangement with the Guarantor as the parties hereto may decide.
- Principal Debt: As a separate and independent stipulation, the Guarantor agrees that all sums of money properly owing by the Guarantor to Company as a result of the Guarantor failing to comply with any obligations, specifications or other terms hereunder which may not be recoverable from the Guarantor, will nevertheless be recoverable from the Guarantor as sole or principal debtor in respect thereof and shall be paid or repaid on demand in writing made by Company.**
- Performance: The obligations of the Guarantor set out herein represent a continuing indemnity and shall remain in force until any or all indebtedness owed or incurred by the Partner shall have been paid in full and such obligation shall not be affected by:
 - any change to the Partner's obligations to Company;
 - any granting of time or indulgence;
 - any settlement or release agreed with Partner or any other Guarantor;
 - any invalidity, illegality or voidness of the Partner's obligations to Company;
 - any other event which would not discharge Guarantor if Guarantor were jointly liable with the Partner to pay all amounts due to the Company.
- Joint and Several: Each of the Guarantors shall be jointly and severally liable for any and all obligations or liabilities of the each, any and all of the Guarantors under this Guarantee.

¹ "CPW" means either Dixons Retail Limited, trading as Currys PC World Business, a company registered in England under company number 03847921, whose registered office address is at 1 Portal Way, London W3 6RS, for purchases of Currys PC World Business Goods and services or The Carphone Warehouse Limited trading as Carphone Warehouse Business, a company registered in England under company number 2142673, whose trading address is 6th Floor, Merck House, Seldown, Poole BH15 1TW (with registered office at 1 Portal Way, London, W3 6RS and company no. 2142673);

Tick here to indicate that you have read and agree to the terms presented in the Terms and Conditions agreement.

Signed by below named to give this guarantee			
Signature		Date	
Witness			
Address			
Declaration by the Witness: I am satisfied that the person signing this guarantee is the person whose name appears at the top of this page.			
Signature		Date	
Print Name			

Call us on: **0330 6780525 option 1** or visit: **Partners.carphonewarehouse.com**



APPLICATION

Useful Contacts: who in your business would you like to receive the follow information?		
Web Contact – access to the online Support Suite to raise tickets for support.	Full Name	
	Email	
	Contact Number(s)	
Finance Contact – receives Payment Packs, invoices and credit notes.	Full Name	
	Email	
	Contact Number(s)	
Sales Contact (s) - authorised to place orders and receive related confirmation emails	Full Name	
	Email	
	Contact Number(s)	
	Full Name	
	Email	
	Contact Number(s)	
	Full Name	
	Email	
	Contact Number(s)	
Supplier Contact – receives despatch & returns notifications	Full Name	
	Email	
	Contact Number(s)	
Primary Marketing Contact – receives emails, contact for incentive updates & liaison for any requests from our Marketing Team	Full Name	
	Email	
	Contact Number(s)	
Email marketing consent for Carphone Warehouse Business*	Please sign in the box to opt in	
SMS marketing consent consent for Carphone Warehouse Business*	Please sign in the box to opt in	
Email marketing consent for Currys PC World Business**	Please sign in the box to opt in	
SMS marketing consent for Currys PC World Business**	Please sign in the box to opt in	

*By opting in to email or SMS marketing you consent to us sending you details of all the latest products, promotions and special offers from Carphone Warehouse Business

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Once completed please send to:

New Business Team, Dixons Carphone, 6th Floor, Merck House,
Seldown, Poole, Dorset BH15 1TW

