



TRADE UK

ACCOUNT TERMS AND CONDITIONS

Trade UK Account Terms and Conditions (“Terms”)

In these Terms:

- “We” or “Us” means Screwfix Direct Limited (“Screwfix”), trading as Trade UK;
- “You” means the person, firm or company as named on the Trade UK trade card application form; and
- “Our” or “Your” shall be construed accordingly.

These Terms are an agreement between Us and You to provide a Trade UK account (the “Account”) which You can use to make purchases:

- online at www.screwfix.co.uk and/or www.trade-point.co.uk;
- by telephone; and
- from Screwfix trade counters and/or B&Q Limited (“B&Q”) stores located in the United Kingdom, the Isle of Mann and Channel Islands (where applicable).

You will be deemed to have accepted these Terms in full when You sign the Trade UK trade card application form, or make a purchase using Your Account (whichever is sooner).

Purchases made using Your Account in store or online with Screwfix shall be subject to Screwfix’s standard terms and conditions for the sale of goods, as set out at www.screwfix.com/help/termsandconditions. Purchases made using Your Account in store or online with B&Q shall be subject to B&Q’s standard terms and conditions for the sale of goods, as set out at www.diy.com/customer-support/terms-and-conditions. In the event of any inconsistencies between either of Screwfix or B&Q’s standard terms and conditions for the sale of goods and these Terms, these Terms shall prevail.

1. APPLICATION

1.1 In order for Us to process Your application, it must be signed by an approved authorised signatory, as detailed in clause 1.2.

1.2 Approved authorised signatories are, as follows:

- (a) Sole traders – the proprietor
- (b) Partnerships – one of the partners
- (c) Limited companies - a current Company Director
- (d) Charities - a current Trustee
- (e) All other organisation types – an individual with financial responsibility (for instance, a Treasurer)

1.3 Failure to obtain the correct signature on Your application may result in Your application being delayed or rejected.

2. GUARANTOR

2.1 If the organisation in whose name the Account will be held is:

- (a) a company, and You are a director of the company; or
- (b) an LLP and You are a member of that LLP

You will personally guarantee and indemnify the performance of all that organisation’s current and future financial obligations to Us (including without limitation any subsequent increase(s) in the credit facility extended to that organisation). We reserve the right to require a personal guarantee for other organisation types, and You will be notified if this is a requirement for Your account.

2.2 The guarantee and indemnity obligations contained herein will continue in full force and effect until such time as the organisation’s liability under these Terms have been fully satisfied. For the avoidance of doubt, the guarantee and indemnity obligations shall continue in full force and effect in the event the guarantor leaves the organisation, until such time as We are notified, and a replacement guarantor is arranged.

2.3 You and the guarantor shall notify Us within 5 business days of the individual who signed this application on the organisation’s behalf leaving the organisation or, if earlier, serving notice to leave the organisation. Failure to do so may result in the Account becoming payable in full immediately on Our demand.

2.4 We reserve the right to require a cross-company or cross-group guarantee, and You will be notified if this is a requirement for Your account.

3. USE OF YOUR ACCOUNT

- 3.1 You may only use Your Account to facilitate trade credit. These Terms and Your Account are non-regulated and as such are not governed by the Consumer Credit Act. We reserve the right to pursue a prosecution for fraud against any individual(s) falsely applying or subsequently being granted credit in a consumer capacity.
- 3.2 We will set a credit limit for Your Account which will be confirmed to You when Your application is accepted by Us. From time to time, We may at Our sole discretion increase or decrease the credit limit on Your Account. You will be notified of any changes within a reasonable period. Notification may be done via email, by specific letter or by virtue of the statement which will reflect a change to the credit limit on Your Account.
- 3.3 We will issue You an authorised card or cards ("Trade Card(s)") for use with Your Account. We may request (but are under no obligation to require) that You present the Trade Card in order to purchase goods on the Account, or collect goods purchased on the Account.
- 3.4 You must supply a purchase order reference with every order, and We retain the right to withhold delivery of goods to You until a purchase order reference is received.
- 3.5 When purchasing goods using Your Account in store, You will be provided a receipt at the time of purchase. When purchasing goods using Your Account online or by telephone, You will be provided a receipt alongside Your goods either upon collection or on delivery to Your nominated delivery address. You are solely responsible for the safe keeping of receipts and We will not provide any copies or replacements.
- 3.6 You are solely responsible for the safe keeping of all Trade Card(s) associated with Your Account.
- 3.7 You must notify us immediately upon becoming aware, or reasonably suspecting, any of the following:
 - (a) that Your Account is being misused, whether fraudulently or in any other way;
 - (b) if any Trade Card(s) on the Account has been lost, stolen or misused;
 - (c) if any employee who previously had access to Your Account or any Trade Card has left (**for the avoidance of doubt, refusing access of any said employee to Your Account and/or any physical Trade Card shall not satisfy this requirement**); and
 - (d) if Your Account statement appears to wrongly include any item.

You will be liable for any losses We suffer as a result of any misuse of the Account and/or any Trade Card(s), which shall include (but not be limited to) all orders placed using Your Account and/or any Trade Card, up until the date of proper notification to Us. Upon notification, We may stop the use of the Trade Card and shall investigate any misuse of the Account. Where We have good reason to do so, We may cancel, suspend, or restrict the right to use any Trade Card(s).

- 3.8 Even if We have provided You with credit previously We reserve the right, at any time and at Our sole discretion, to refuse to complete any order if We are unsatisfied with the payment history on Your Account or Your credit rating.

4. INVOICING, PAYMENT AND REFUNDS

- 4.1 Any invoice query must be submitted in writing to TradeUKCustomerServices@credit.trade.co.uk within twenty-one (21) days from the date of issue of the queried invoice. Any invoice(s) not queried by You within 21 days of the date of issue shall be deemed to have been accepted in full.
- 4.2 You agree and acknowledge that We are under no obligation to include any purchase order number(s) from You on any invoices and/or statements.
- 4.3 Invoices and statements are available for You to download free of charge from Your Account on the Trade UK web portal (<https://www.credit.trade.co.uk>). If You require Us to issue You with copy invoice(s) and/or statement(s) We reserve the right to charge £5 for each item requested.
- 4.4 You will be sent an invoice for each purchase made using Your Account. Unless We otherwise agree with You in writing, payment must be made by the last day of the month following the month in which the purchase was made. (By way of example only, a purchase made on 23 August must be paid by 31 September.)
- 4.5 You will be sent, unless otherwise agreed, monthly statements showing details of all purchases which have been charged to the Account in the preceding month.
- 4.6 All payments to Us must be made in Pounds Sterling (£) by way of direct debit, BACS, Faster Payments or CHAPS. We reserve the right to amend accepted payment methods at any time. You will be notified of any changes to accepted payment methods within a reasonable period.
- 4.7 We reserve the right to debit Your Account with any charge or cost suffered or incurred by Us as a result of any dishonoured or failed payment.
- 4.8 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim, which You may have, or allege to have. We shall be entitled at all times to set off any debt or claim which We may have against You against any sums due from Us to You.

- 4.9 The format of Our invoices and statements to You will solely be dictated by Us. We will not enter into any variation of Our format unless any proposed variations are requested in writing at least six months in advance and expressly agreed by Us. Any cost of an agreed variation shall be borne by You unless expressly agreed otherwise.
- 4.10 If You do not repay the outstanding balance on the Account in full and on time, interest is payable at the rate of 2% per month on any such overdue amounts from the due date until payment is made in full (including any accrued interest) whether before or after judgment, together with any legal or other recovery costs. The 2% interest charge is a default charge and interest shall be calculated on a daily basis. We will notify You of the interest that is charged. In addition, We shall be entitled to claim interest, fixed sum compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Late Payment of Commercial Debts Regulations 2013) where You fail to make payment of any amount properly due on its due date.

5. TERMINATION

5.1 We may, at Our sole discretion, close Your Account at any time with immediate effect. In the event Your Account is closed, the entire balance shall become payable immediately. Circumstances in which We may close Your Account shall include, but not be limited to:

- (a) if You exceed the credit limit on Your Account; or
- (b) if You breach any of these Terms; or
- (c) Your financial position deteriorates to such an extent that, in Our opinion, Your capability to adequately fulfil Your obligations under these Terms is placed in jeopardy; or

If You are a company

- (d) any step, application, order, proceeding or appointment for a distress, execution, composition, or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise), insolvency or bankruptcy is taken or made; or
- (e) You cease or threaten to cease to carry on Your business, or You are unable to pay Your debts as they fall due; or
- (f) You suffer any analogous event to those set out above in any other jurisdiction.

If You are an individual

- (g) We are notified that You have died, and are provided a certified copy Death Certificate evidencing this;
- (h) any step, application, order, proceeding or appointment for execution, composition, or arrangement with Your creditors, or for bankruptcy is taken or made; or
- (i) You are unable to pay Your debts as they fall due.

If You are a partnership

- (j) any step, application, order, proceeding or appointment for execution, composition, or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise), bankruptcy is taken or made; or
- (k) You are unable to pay Your debts as they fall due.

5.2 We may suspend Your Account and reduce the credit limit to £0 if You do not make any purchase on the Account within a period of 12 consecutive months. If Your Account remains unused for a further period of 6 consecutive months following suspension by Us then We may, without prior notice, close Your Account and cancel all Trade Card(s) registered against the Account.

5.3 If We reasonably suspect that any goods purchased on Your Account are purchased for the purpose of resale or have been subsequently resold, We may immediately reduce the credit limit to £0 and suspend the Account without prior notice pending further investigation.

5.4 You may close Your Account at any time by giving Us notice provided that You have paid any outstanding balances on Your Account in full.

6. LIABILITY

6.1 You shall indemnify Us and keep Us indemnified against all liabilities, expenses, damages, claims, proceedings, costs, amounts agreed upon in settlement, losses (including any direct, indirect and consequential losses and all interest and penalties (calculated on a full indemnity basis)) and all other reasonable legal and other professional fees, expenses and disbursements incurred or suffered by Us as a result of any non-compliance with these Terms by You, including but not limited to recovering amounts due from You, or exercising Our rights including any administration fee incurred if We refer a late/non-payment dispute to Our lawyers and/or collection agents.

6.2 To the fullest extent permitted by law We shall not be liable to You under these Terms (including, but not limited to, Our being unable to comply with obligations in these Terms due to any event beyond Our reasonable control). These Terms do not affect Your statutory rights, and nothing herein shall exclude or be interpreted to exclude Our statutory liability for personal injury, death, fraudulent misrepresentation resulting from Our negligence and/or any other liability that We cannot lawfully limit or exclude.

7. DATA PROTECTION

7.1 We will use any personal information You provide in accordance with Our Privacy Policy, see <https://www.credit.trade.co.uk/help/privacypolicy> for details.

7.2 We may share Your details with credit reference agencies and other organisations in accordance with Our Privacy Policy and for the purposes of updating such organisations with Your payment performance information. If fraud is detected, You could be refused certain services, finance or employment. Law enforcement Agencies may access and use this information.

8. GENERAL

- 8.1 We may send You any notice or communication to the address specified on Your application form, any trading address You may have from time to time, or at any other address You notify to Us in writing. You must notify us of changes to Your address as soon as reasonably practicable. Our contact details are TradeUKCustomerServices@credit.trade.co.uk.
- 8.2 Any guarantor signing this application must notify Us as soon as reasonably practicable of a change in address in accordance with clause 8.1.
- 8.3 We reserve the right to revise and amend these Terms at any time upon giving You 30 days' written notice. No other variations shall be valid unless agreed in writing by Us and You.
- 8.4 If We relax any of these Terms, this may be just a temporary measure or a special case, and We may strictly enforce the Terms again at any time. The failure to exercise or delay in exercising any right or remedy provided under these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of these Terms or of a default under these Terms does not constitute a waiver of any other breach or default, nor shall it prevent Us from subsequently requiring compliance with the waived obligation. The rights and remedies provided by these Terms are cumulative and are not exclusive of any rights or remedies provided by law.
- 8.5 These Terms shall set out the entire agreement between Us and You. You do not rely upon, nor will You have any remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of Us other than an expressly set out in these Terms. These Terms shall apply to the exclusion of any other terms You may seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 8.6 You may not assign, transfer, or otherwise deal with any right or obligation under these Terms.

9. APPLICABLE LAWS

- 9.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising in connection with the Terms (including without limitation its subject matter and formation) shall be subject to the exclusive jurisdiction of the English Courts, save where the provisions of clause 9.2 apply.
- 9.2 If You are domiciled in Scotland (according to the Civil Jurisdiction and Judgments Act 1982) or goods are delivered to You in Scotland, We may elect that the Terms shall be governed by and construed in accordance with Scottish law and/or all disputes arising in connection with the Terms shall be subject to the jurisdiction of the Scottish Courts.

10. QUERIES

- 10.1 You may raise any queries on Your Account either via phone at 0345 603 8389 or via email at TradeUKCustomerServices@credit.trade.co.uk. We cannot guarantee response times.