



TRADE ACCOUNT CARD TERMS AND CONDITIONS

Trade Account Card Terms and Conditions

In these trade account terms and conditions, “we” or “us” means Screwfix Direct Limited, trading as Trade UK; “you” means the person, firm or company named on the trade card application form; and “our” or “your” shall be construed accordingly. This is an agreement between us and you to provide a trade card (the “Account”) which you can use to make purchases from our stores and/or UK B&Q stores (including online stores). You will be deemed to have consented to these terms by your signing of the application form.

This account is to facilitate trade credit only. It is a non-regulated agreement and as such is not governed by the Consumer Credit Act. We will consider pursuing a prosecution for fraud against any individual(s) falsely applying or subsequently being granted credit in a consumer capacity.

1. We will from time to time set a credit limit for the Account and tell you what it is. This may be done verbally or by specific letter or by virtue of the statement which will reflect a change to the limit offered.
2. We will issue to you an authorised card or cards (“Trade Card(s)”) for your use with the Account. The Trade Card must be presented in order to purchase goods or services on the Account.
3. You will supply a relevant purchase order reference with every order, and we retain the right to withhold delivery until such validation has been received.
4. You agree and acknowledge that we shall be under no obligation to include any purchase order number(s) from you on our invoices.
5. Any invoice query must be submitted in writing within 21 days from the date of invoice otherwise the invoice shall be deemed to be accepted by you.
6. Invoices are available by you to download free of charge from the TUK web portal, if you require us to issue you with copy invoice(s) and statement(s) we reserve the right to charge £5 for each item requested.
7. You will be given a receipt for any Account purchases at the time of purchase or you will be sent a receipt with any goods delivered or when services are provided. Please keep these receipts for your records.
8. You will be sent an invoice for each purchase and, 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. Any payment to us must be in Pounds Sterling by way of direct debit, cheque, BACS, Faster Payments or CHAPS or as otherwise notified by us to you.
9. If you present a cheque or Direct Debit that is dishonoured or fails, we may debit your account with any charge or cost incurred by us as a consequence.
10. You shall indemnify us, against all costs (including legal costs) and expenses incurred by us in 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 or collection agents.
11. Even if we have provided you with credit previously we reserve the right to refuse to complete any order if payment of the account or your credit rating is not satisfactory to us.
12. If the organisation in whose name the Trade UK 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 of that organisation’s current and future financial obligations to Trade UK (including any subsequent increase(s) in the credit facility extended to that organisation). The guarantee and indemnity obligations will continue in full force and effect until such time as the organisation’s liability under this Trade Credit Account have been fully satisfied, including in the event that the guarantor leaves the organisation.
13. 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.
14. 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.
15. The goods shall be at your risk. In spite of delivery having been made, ownership (also known as “title”) in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall; (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from other goods in your possession and marked in such a way that they are clearly identified as our property and grant, and in the case of third parties shall procure, the company and its agents and employees an irrevocable licence at any time to access and enter any premises where the goods are, or may be stored, to inspect, repossess and remove them.

16. The format of our invoice and statements to you will solely be dictated by us and 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.

17. You will be sent, unless otherwise agreed, monthly statements showing details of all purchases which have been charged to the Account.

18. 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.

19. (a) We may close the Account at any time, at our sole discretion, with immediate effect.

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

19. (c) If Trade UK reasonably suspects that any goods purchased on the 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.

20. We may close the Account at any time with immediate effect on us giving you notice verbally or in writing if you exceed the credit limit or if you break any of these terms or the terms on which you purchased goods or if any of the following happens (or we reasonably believe is likely to happen). If your account is closed, you will become liable to pay any amount outstanding on the account immediately upon receiving a request from us to do so:

(a) if you are a company any step, application, order, proceeding or appointment for a distress, execution, composition or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy is taken or made, or you are unable to pay your debts; or

(b) if you are an individual, you die or any step, application, order, proceeding or appointment for execution, composition or arrangement with your creditors, or for bankruptcy is taken or made, or you are unable to pay your debts; or

(c) if you are a partnership, 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 you are unable to pay its debts as they fall due.

21. You may end this agreement at any time by giving us notice provided that you have paid in full any outstanding balances on your Account.

22. You must tell us immediately if you become aware that the Account is being misused, whether fraudulently or in any other way; if any Trade Card(s) on the Account has been lost, stolen or misused; or the Account statement appears to wrongly include any item. Until you notify us of these events, so that we can stop the use of any Trade Card or investigate any misuse of the Account, you will be liable for any losses we suffer as a result of any misuse of the Account and any Trade Cards. Where we have good reason to do so, we may cancel, suspend or restrict the right to use a Trade Card(s).

23. We shall not (to the fullest extent permitted by law) be liable to you under this agreement (including if we are unable to comply with our obligations due to any event beyond our reasonable control).

24. We may send you any notice at 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 and you must tell us if you change your address. Our contact details are: Trade UK, Selectapost 28, Sheffield, S97 3GE or any other address we may notify to you in writing. Any notices must be given by first class post and will be regarded as served 2 days after the date of posting. If we relax any of these terms, this may be just a temporary measure or a special case, and we may strictly enforce the term(s) again at any time.

25. Any guarantor signing this application must notify us of a change in address in accordance with clause 24.

26. We may vary these terms on giving you 30 days' written notice, and no other variations shall be valid unless agreed in writing by us and you.

27. We will use any personal information you provide in accordance with all applicable laws and regulations that relate to data protection and privacy, including the EU General Data Protection Regulation for the purpose of assessing the level of credit we can provide to you and as otherwise permitted by law (the "Purpose"). We may share details with credit reference agencies and other organisations for these purposes 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.

28. This agreement shall be governed by and construed in accordance with the law of England and Wales and all disputes arising in connection with the Contract shall be submitted to the non-exclusive jurisdiction of the English Courts. 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 Contract shall be governed by and construed in accordance with Scottish law and/or all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the Scottish Courts.