0333 400 0438
connect-distribution.co.uk

CREDIT ACCOUNT/LIMIT INCREASE APPLICATION FORM

COMPANY DETAILS

Company

Trading Name

Address

Postcode

Tel. No.

Mobile No.

Invoice delivery email

Parcel notifications email

Existing account number

Is this a Limited Company Yes ☐ No ☐

If **yes** complete section below

Registered Office

Reg. No.

VAT Number

Type of premises (e.g. shop, workshop etc.) Owned ☐ Rented ☐

Name(s) of Proprietor(s)

Name(s) of Director(s)

Name(s) of Buyer(s) Accounts Contact

PROPRIETOR/DIRECTOR RESIDENTIAL ADDRESS

Name

Date of Birth

Address

Postcode

Tel. No.

Previous address if less than 3 years

Address

Postcode

Tel. No.

Have you or any other Director/Proprietor of the company ever been declared bankrupt Yes ☐ No ☐

Agencies Held

Requested Credit Limit

PLEASE ENCLOSE A COPY OF YOUR LETTERHEAD FOR RECORD PURPOSES. THE OPENING OF THIS ACCOUNT IS SUBJECT TO SATISFACTORY REFERENCES.

I AGREE TO ALL THE TERMS AND CONDITIONS OVERLEAF

Print Name

Signed Date

IF YOU HAVE ANY QUERIES REGARDING YOUR APPLICATION PLEASE CONTACT OUR ACCOUNTS DEPT. ON 0333 400 0438

Terms & Conditions of Sale

Orders from you ("The Customer") for the Goods (as defined in clause 2a) are accepted by Screwfix Spares Limited, registered address Trade House Mead Avenue, Houndstone Business Park, Yeovil, Somerset, BA22 8RT, or any relevant subsidiary companies of it (hereafter referred to as "The Company"), only on these Conditions of Sale to the exclusion of any terms purported to apply by The Customer (the "Contract"). Each order will be an offer to purchase the Goods on these Conditions of Sale.

Account Facility and Payment

1 a To open a credit account a Customer must complete a Credit Account Application Form which will be submitted to a third party credit referencing bureau for approval. Until the application is accepted by The Company, Goods will only be supplied on a payment in advance pro-forma basis.

b On receiving a Customer's account number, The Company may accept orders submitted by The Customer by telephone, these orders will be on these Conditions of Sale. Account numbers must be quoted by The Customer when placing orders.

c The Company may refuse to accept an order or cancel a Contract at any time prior to delivery in particular, but without limitation, if The Customer's account is in arrears or if the price of the Goods will result in The Customer's credit limit being exceeded.

d Except as required by law, payments by The Customer under the Contract shall be made in full without any deduction, set-off or withholding including on account of any counter claim. Payment will be made by The Customer either before dispatch or, where a credit account is provided, by the 20th day of the month following the month the invoice is dated. Time for payment is of the essence.

e If The Customer does not pay any sum payable under the Contract on or before the due date for payment, The Company may i) alter any discounts, ii) request pro-forma payment in advance, and/or iii) charge interest on that sum at 2% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.

Ownership of the Goods

2 a Legal and beneficial ownership in the goods to be supplied by The Company to The Customer ("the Goods") shall not pass to The Customer until The Company has received in full in clear funds: i) all sums due to it in respect of the Goods and ii) payment of any sum which is or becomes due to The Company on any account whatsoever. Risk in the Goods shall pass to The Customer when the Goods are delivered to The Customer.

b Until ownership in the Goods has passed to The Customer, The Customer will hold the Goods in a fiduciary capacity as bailee, not deface or obscure any identifying mark on the Goods or their packaging, keep the Goods separate from other goods so they are readily identifiable as The Company's property and maintain the Goods in satisfactory condition.

c The Customer may use and resell the Goods in the ordinary course of business before ownership has passed to it provided that sales are at full market value and any sale shall be a sale of The Customer's property on its own behalf and it shall deal as principal when making such a sale. The Customer's right to possession, use and resale of the Goods shall terminate immediately if The Customer becomes bankrupt or insolvent or the Contract terminates.

d The Customer grants The Company, its agents, employees and subcontractors an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where The Customer's right to possession, use and resale has terminated, to recover them.

e Where The Company is unable to determine whether any goods are the Goods in respect of which The Customer's right to possession, use and resale has terminated, The Company shall be deemed to have sold all goods of the kind sold by The Company to The Customer in the order they were invoiced.

f If The Customer's right to possession, use and resale of the Goods terminates under clause 2c, The Company may issue The Customer with a credit note for all or any part of the price of the Goods together with value added tax thereon.

g The Company may recover payment for the Goods (including by court action) notwithstanding that ownership in the Goods has not passed.

Prices, Catalogues and Orders

3 a The Customer shall pay the prices for the Goods in accordance with clause 1. Prices are exclusive of value added tax (and any similar or equivalent taxes and charges imposed from time to time by any government or other authority) and carriage and delivery costs which are payable by The Customer in addition to the prices. Value added tax is payable at the rate prescribed by law from time to time. Information on the rate of carriage and delivery charges is available on request. The prices shall be The Company's prevailing prices at the date of dispatch of the Goods. Special prices may be made available by The Company at its discretion within dates specified while stocks last. The Company may vary the price of the Goods following changes to the Goods or specification made at The Customer's request or to cover any extra expense as a result of The Customer's instruction or to comply with clause 3i(i). The Company may deliver the Goods by installments and may invoice the price for each installment separately. Each installment will be a separate Contract, and no cancellation or termination of a Contract relating to an installment will entitle The Customer to repudiate or cancel any other Contract or installment. All Contracts are subject to a minimum order charge at the prevailing rate at the time of order acceptance.

b If any parts required as part of the Goods are not immediately available they will be placed on backorder and this will be shown on the invoice, cancellation in this instance is at The Customer's discretion. Back order parts will be invoiced at the current prevailing prices, at the time of dispatch, which may differ from the quoted price at the time of order. Copy invoices will cost £2.00 per copy plus value added tax.

c Samples, price lists, product specifications and any advertising issued by The Company and any descriptions, illustrations or size dimensions (including in relation to the coloring of the Goods) in The Company's catalogues are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them. They will not form part of the Contract. All prices and products quoted therein are subject to alteration or withdrawal from time to time without notice.

d No part of The Company's catalogue or other printed information may be stored in a retrievable system, photocopied or scanned without permission. Manufacturers' names and numbers are used for reference purposes only. Whilst every effort is made to ensure that the information contained in catalogues is correct, no liability will be accepted by The Company for any inaccuracy whatsoever.

e Any item specifically ordered by The Customer and which is not a normal stock line is at a minimum charge of £3.00, cannot be cancelled once ordered and may not be accepted back for credit once delivered.

f Orders given, quoting part numbers, from this catalogue are processed delivered without delay, orders by description or with inadequate information will take longer to process and may result in error.

g All prices are quoted in pounds sterling and all payments from The Customer shall be made in pounds sterling in cleared funds. If payment is received in any other currency, payment will be deemed not to have been received until all bank charges and exchange charges incurred by The Company have been paid in full by The Customer.

h The Company may make any changes to the specification, design, materials or finishes of the Goods which i) are required by any applicable statutory or regulatory requirements or ii) do not materially affect their quality or performance.

Delivery

4 a Current carriage charges are available upon request. Times of delivery cannot be guaranteed and The Company cannot be held responsible for errors arising outside of its control. Any times quoted for dispatch are to be treated as estimates only and in no circumstances will The Company be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the Goods.

b No claim for damage in transit, shortage of delivery or loss of products will be entertained unless the customer shall have given to The Company notice of such damage, shortage or loss with reasonable particulars thereof, within three working days from the date of invoice. Any claims for damage, shortages or losses shall also be notified by the customer to Screwfix Spares Limited and the carriers in the manner and within the time limit stated in the carrier's terms and conditions. Notice of damage should be passed to Screwfix Spares Limited using the Trade On Line Returns System, parcels showing signs of damage at the time of delivery should be receipted on the carrier's documents indicating the fact. If the customer fails to give the appropriate notice(s) within the time limit, the claim will be deemed to have been waived and absolutely barred.

Guarantee and Returns

5 a Guarantee and returns – Screwfix Spares Limited On Line Trade Returns Management System.

It is a condition of sale that the trade customer agrees to manage any returns using the online Returns System. Returns that have not been entered and validated via the above mentioned system will not be accepted; neither will Screwfix Spares Limited be responsible for their storage or return.

b The customer acknowledges that The Company is not the manufacturer of the Goods. The Company will endeavor to transfer to the customer the benefit of any warranty or guarantee given by the manufacturer or supplier of the Goods. to The Company, such guarantee (if applicable) to be limited to free replacement of the Goods subject to compliance with these Conditions of Sale and the directions for guarantee claims to either the Original Equipment Manufacturer or Screwfix Spares Limited as displayed on our Web Sites and in the Returns Management System.

b To enforce the Manufacturer's guarantee, the Goods must be returned to The Company at The Customer's expense adequately packed and accompanied by a returns advice note detailing the returns numbers advised by The Company, a copy of the invoice and the date the Goods were supplied, within one month from the date of invoice. Goods received by The Company without a returns number and a copy of the invoice will not be accepted.

c All goods are sold as non-returnable unless prior arrangement has been agreed by The Company.

d The Company may at its discretion charge a minimum re-stocking fee of 50% of the value of Goods which are returned. The following Goods will not be accepted for credit repayment: Goods fitted in any way, used, defaced or with damaged packaging.

e The Company will have no liability under the Contract for any personal injury, death, loss or damage of any kind (other than death or personal injury resulting from The Company's negligence) whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of The Company's obligations under the Contract and/or any defect in any of the Goods and/or any use made or resale of any of the Goods by The Customer or of any product incorporating any of the Goods whether direct, indirect, consequential or otherwise including, but not limited to, loss of profits. All conditions, warranties and other terms implied by law (whether by statue, common law or otherwise) are excluded from the Contract except that such exclusion will not apply to: i) Any implied condition that the Company has or will have the right to sell the goods when the property is to pass; or i) when The Customer deals as a consumer as defined in section 12 of the Unfair Contract Terms Act 1977, or iii) any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for particular purpose.

f Nothing in these Conditions of Sale shall exclude or restrict a party's liability (if any) to the other: for death or personal injury resulting from its negligence or by the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977); for its fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; for breach of its obligations arising under section 12 Sale of Goods Act 1979; or for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

g Any Goods returned to The Company in accordance with clause 5 shall belong to The Company.

General

6 a The Customer undertakes at all times to (and procure any relevant third parties will) comply with current applicable legislation, instructions and recommendations relating to the Goods and take all reasonable and prudent precautions as to installation, use, maintenance, cleaning and otherwise.

b All intellectual property rights of The Company (including but not limited to its designs, data sheets, packaging, literature and catalogues) shall remain The Company's property and no licence or right is granted to The Customer in respect of these intellectual property rights (except the right to use or re-sell the Goods in the ordinary course of business).

c The parties do not intend that any term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

d The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and: neither party has entered into the Contract in reliance upon, and it shall have no remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract; the only remedies available for breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract shall be for breach of contract; and nothing in this clause 6d shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

e These Conditions of Sale (including in relation to any non-contractual obligations) will be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.

f Any content found to be used for commercial use such as images or video will be subject to a minimum charge of £500 per item per month

Connections Online Returns User Advice and Rules

Please be kind enough to read the User Advice and Rules in conjunction with our Terms and Conditions of Sale which take precedence over these notes. The User Advice and Rules are designed to ease your way though our bespoke online Trade Returns and Credits process. This site is unique for use by our valued Trade customers only, therefore it is necessary to Register as a 'Connections' user before submitting items for return and credit. This site facility will enable you to enter your 'returns' items as they arise. In the interests of economy and accurate processing, the system will allow up to 15 lines in one batch, a packing list (manifest) will be generated for each batch. Where you have a batch which is less than 15 lines our system will hold the batch open for a maximum of 28 days to allow for subsequent lines to be added. Collections will be arranged for completed batches of 15 lines or within 28 days from the first entry (less than 15 lines) whichever is the sooner. **We will prompt you via the system to select your collection date, print off the manifest, and pack up the batch ready for return.** Please ensure the labels are securely affixed to the outside of the parcel. **Should you require earlier collection** of smaller batches for whatever reason, then you may select the **'I Send'** option. In this case you should print off the manifest and labels then **arrange dispatch locally at your cost.** We recommend the use of Royal Mail whenever possible. Ensure you obtain a posting receipt as we are unable to accept liability for parcels which do not arrive. If items are not received by us within 28 days from the electronic issue of labels, we will assume that you have decided not to proceed with the transaction and that we can remove the details from our computer system. An email will be generated advising you of this action. The whole system is designed to give our trade customers effective and speedy credit decisions (helping your cash flow) and the preservation of return products in pristine condition, therefore the deadlines have to be set with slickness and economy in mind. The system will only accept return items for processing which have been submitted (entered) in time, via this site, and for which a subsequent Credit Advice Number (CAN) has been recorded and issued. The deadlines for entering your returns requirements are detailed below. Please note that we will not be able to credit returns which have not been entered in time or have been submitted via any means other than this system.

Faulty Appliances To Manufacturer/Screwfix Spares Limited as shown on Connections
Faulty Parts Within 90 days from date of invoice. (With Conditions)
Transit Damaged Item Within 3 days from date of invoice.
Item Missing From Order Within 3 days from date of invoice
Wrong Item Received Within 14 days from date of invoice
Ordered in Error Within 14 days from date of invoice (30% restocking fee)
Repaircare Cancellations Within 14 days from the date of the part being removed from the job.
Repaircare Surplus to a completed job. Within 14 days from the date of the part being removed from the job.
Unwanted stock Within 28 days from date of invoice (50% restocking fee)
FINAL ACCEPTANCE of an item for credit, or otherwise, is made when the goods have been validated, inspected and tested by our dedicated Returns Team.
We will reject items which do not match the reason selected for their return. It is our aim to transmit our credit decisions to you on line within **3 working days** of receiving your goods at our National Distribution Centre. You are also able to view credit notes which have been issued, online via Connections, go to My Account, then select Transactions. We will not be able to offer credit where documentation or details required by us to validate claims with our suppliers have not been supplied.

Packing, Label and Return Parcel Requirements
We ask you to speed the credit process by ensuring you pack items for return as soon as you receive the manifest via Connections returns system. Please take account of the published carrier acceptable carton sizes and weights. Pack economically taking account of the need to avoid damage and to keep to a minimum the number of pre paid carrier labels necessary for your return consignment.

Goods Returned without Screwfix Spares Limited Authorisation and Rejected Items.
Screwfix Spares Limited will not be responsible for the accounting, processing, storage or return of items which have been sent/returned to us without our authority and the issue of a Credit Authorisation Number (CAN) relating to the item(s) received. Neither will they be responsible for the storage or return of items rejected after inspection by our Returns Staff, because they do not meet the criteria/reason for their acceptance for processing via our returns system. Screwfix Spares Limited may dispose of the goods as it sees fit and the sender shall have no further rights in or to such goods.

Non Returnable Items including Low Value Products.
Our pricing structure takes account of our terms of business, in which we do not accept the return of items with a sales value of £1.50 or less excluding VAT. The following items will be deemed as used if unwrapped and can only be returned and credited if there is a confirmed manufacturing fault within the guarantee period. CDs, DVDs, Memory cards/sticks, MP3 players, PC accessories and peripherals. Anti static wrapped TV Modules and Components. For health and hygiene reasons the following will be deemed as used if unwrapped. Personal and personal grooming products e.g. hair accessories and styling products, shavers, waxing kits, electric toothbrushes etc.

Guarantee Finished Goods – Original Equipment Manufacturers (OEM)
To facilitate speedy resolution of guarantee and user issues we have arranged the display of manufacturer/consumer contact points and guarantee periods against each product in Connections. Our Trade Partners should make these known to their customers at the point of sale and when a guarantee enquiry is made. We would not usually expect or facilitate credit facilities where this route is recommended because the manufacturers will have put in place all processes, including user advice, to resolve issues speedily in the unlikely event of a guarantee claim. Normally the same contact information and advice will be found in the guarantee documentation packed with the product. Please invite your customer's attention to this information. In certain cases some manufacturers, having investigated a guarantee claim made by a consumer, will authorise the return of a product by issuing a RETURN AUTHORITY NUMBER or RETURNS MATERIAL ADVICE to the consumer. Please enter this number into the box marked RAN in the Screwfix Spares Limited returns system. Suppliers utilising the RAN RMA number process are indicated in the listing of GUARANTEE terms, viewable by clicking GUARANTEE in the right hand box of the Returns Management System. This will ensure speedy processing of your claim for credit. **Manufacturer contact points for appliances from our current product range and for products discontinued from our range are maintained in the Returns Management System as described above. This will enable you to advise your customers should they have mislaid the guarantee documentation and OEM contact points supplied with the product.**

Petrol Driven Products
Should be handled in accord with the preceding paragraph. Petrol driven products must be purged of all petrol and vapours before transportation via our carriers.

Guarantee Finished Goods and Accessories – Screwfix Spares Limited
Where the contact point for guarantee and user issues is displayed as Screwfix Spares Limited. The guarantee, as per details and terms displayed, will usually (but not always) be operated by an exchange of product using invoice and credit facilities. We will require details of the consumer and a copy of the Consumers Purchase Receipt securely attached or packed with the faulty item to assist us in validating the guarantee claim with our suppliers. Your consumer details will never be used for any reason other than to validate the guarantee. Brief details of the fault necessitating the claim is also required when completing the application. Products are normally tested as part of our guarantee validation process. Items found to be not faulty or otherwise compromised (misuse or damaged) cannot qualify for credit. (See below for damage reporting deadline). Screwfix Spares Limited will not normally become involved in issues concerning guarantees extended beyond one year. Please be kind enough to advise your clients that these should be
resolved directly with the guarantor.

Parts Guarantees
Parts supplied by Screwfix Spares Limited are guaranteed for 90 days from the date of our invoice. When entering details of the part you wish to return as faulty, you will be prompted to enter brief details of your consumers name, post code and house number. Also details of the fault which required displacement of the part. Your consumer details will never be used for any other reason than to validate the guarantee. Parts would normally be tested as part of our guarantee validation process.

Wrong Item Ordered
Should you discover that you have ordered an incorrect item; Screwfix Spares Limited will gladly take the item(s) back provided the returned items are in pristine condition and fit for resale in original packaging. You must have submitted the items for return within the deadline timescale of 14 days from date of invoice and accept a restocking and processing charge of 30% of the invoice value.

Wrong Item Received
Our Returns Policy demands that when our customers receive an item which is wrong, in every case, we investigate our data and logistical systems to identify shortcomings and take Corrective Action. We will never refuse a full credit for any item we have delivered that does not match our customers order details provided it is returned to us in a resalable condition.

Data Error (Wrong item received because of errors in our (Screwfix Spares Limited) data information)
When you submit an item for return under this heading; we will hold it within the system (See "Awaiting Authorisation" tab) pending investigation by our Product Data Control Department. This process will normally be completed within 1 working day except on occasions when we need to refer back to the original equipment manufacturer. If the data error is confirmed we will automatically move the items to the "batches to be sent" or if unconfirmed we will reject the item for credit. In this case please ensure the items are removed from your returns parcel. Please ensure you provide us with all the information you can, in the boxes provided, when filling out the return submission.

Damaged Items.
Every care is taken throughout our supply process to detect and avoid damage to consignments. We inspect vulnerable items as they arrive at our National Distribution Centre and often repack to standards above the industry norm to minimize the risks. We repeat an inspection immediately prior to dispatch. Our customers are especially requested to sign carrier's receipts as damaged when your parcels show signs of any impact. Further we ask you, our Trade Customers, to inspect vulnerable appearance items (especially appearance parts) upon arrival to check all is well before passing them on to your engineer or your customer. When damage is evident, we request you enter details on the Connections Returns system within 3 days from the date of invoice. Also, please contact our Customer Services on 0333 400 0438 immediately to facilitate corrective action including the reordering of the item to satisfy your customers requirement. The replacement item will be inspected by our quality section before dispatch and sent to you with all speed.

Hazardous Damage
Following the action of notifying our Customer Services of damage as requested in the preceding paragraph. Please action within the 3 days timescale as below. In the case of a glass or other items being received in a well broken (smashed) and hazardous condition, enter the item into the returns system, ticking the appropriate box to highlight its condition. When you submit the batch for collection, our Quality Team will validate the item and notify you via the Returns Manifest (packing check list) as to whether the item is authorised for credit and be scrapped locally, or, we require the item to be returned, suitably packed, for us to investigate and process prior to making a credit decision. Evidence may be required to modify the packing arrangements together with our suppliers.

Items Missing From Order
Screwfix Spares Limited carry out at least 2 quality checks for each parcel we dispatch. Further an enquiry is always carried out whenever a report is made of any items missing from order. Before reporting such instances we ask you to help us, by making the following checks. Invoice – Please check the 8TH column to verify the qty of the item despatched. You will observe that the qty despatched will have been marked off by the packer. Then please check the box thoroughly to ensure that an item has not been missed.

Unwanted/Unused Stock Parts (Only)
As a service to our trade customers we will sometimes agree to accept back for credit parts only, which are surplus to requirements, provided they are submitted for our consideration within 28 days from the date of our invoice. Such items should be in pristine condition, packaging unmarked and totally fit for resale. We will decline credit for any item which does not match our stocking/usage profile. We will never accept the return of an item which had been specially ordered for our trade customer. Our supply invoice will clearly display the 'Special' status. Neither will we be able to give credit for items valued at our invoice price of less than £5. (Returned under this heading) To cover the return, administrative and restocking costs of such items we will levy a percentage value of 50% of our invoice price. Finished Goods, Accessories and Consumable items are not included in this arrangement.