

Trade Credit Account Terms and Conditions

In these trade credit account terms and conditions, “we” or “us” means Earlswood Nurseries Limited, trading as Earlswood Garden & Landscape Centre; “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 store (including online). You will be deemed to have consented to these terms by your use of the Account.

1. We will from time to time set a credit limit for the Account and tell you what it is.
2. We will issue to you an Earlswood Trade 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 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.
5. 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 cash direct debit, BACS, Faster Payments, debit card or as otherwise notified by us to you.
6. You agree and acknowledge that we shall be under no obligation to include any purchase order number(s) from you on our invoices and we may submit invoices either in paper or electronic form, at our sole discretion.
7. You will be sent, unless otherwise agreed, monthly statements showing details of all purchases which have been charged to the Account.
8. If you do not repay the outstanding balance on the Account in full and on time, you may be charged interest at the rate of 2% per month on any such overdue amounts from the due date until payment is made in full. Interest will be calculated on a daily basis and will normally be added to the Account on each statement date. We will notify you of any interest that is charged. Payment for any interest charged should be received by us by the last day of the month following the month in which the interest was added to the Account. If you do not repay the outstanding balance on the Account in full and on time, we may also add to the Account the costs and reasonable charges we incur.
9. We may close the Account at any time if we give you one month’s notice in writing or immediately on us giving you notice 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):
 - 9.1) 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
 - 9.2) 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
 - 9.3) 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.
10. 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.
11. 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 the Account 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).
12. 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).
13. 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: Earlswood Nurseries Ltd, Forshaw Heath Road, Earlswood, Solihull, B94 5JU 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.
14. 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.
15. We will use any personal information you provide in accordance with the Data Protection Act 1998 and only for the purpose of assessing the level of credit we can provide to you and as otherwise permitted by law (the “Purpose”). We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses, in some instances we may also make a search on the personal credit file of principle directors. Should it become necessary to review an account, then again a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records will be made available to Credit References Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. By submitting the application, you consent to our use of your personal information as set out in this clause. Our Privacy Policy is available at http://www.earlswoodglc.co.uk/privacy_policy, or you can call 01564 702 314 or write to us at Earlswood Nurseries Ltd, Forshaw Heath Road, Earlswood, Solihull, B94 5JU to obtain a copy of our Privacy Policy by post.
16. This agreement shall be governed by and interpreted according to the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the English Courts.

Earlswood Garden & Landscape Centre is a trading name of Earlswood Nurseries Limited. Registered Office: Earlswood Nurseries Ltd, Forshaw Heath Road, Earlswood, Solihull, B94 5JU