



TERMS & CONDITIONS

1. Troy UK Ltd appoints the Member as its agent to purchase goods from Suppliers. Goods will be delivered by the relevant Supplier direct to the Member. For the avoidance of doubt, the Member is contracting with Troy UK Ltd for the supply of any goods or services acquired through the Troy UK Ltd account with its nominated Suppliers and is not contracting directly with the Supplier in question.
2. Troy UK Ltd will invoice the Member and payment of all sums must be made by the Member to Troy UK Ltd only. Payment terms as stipulated by Troy UK Ltd, will be predominately 28 days with some exceptions on 58 days subject to which Supplier the goods have been purchased from. Payment terms and/or due date will be identified on each invoice and/or statement supplied. You must pay Troy UK Ltd the amount invoiced no later than the specified due date each month. Failure to make payment by the required due date will result in a fee being applied and interest 8.5% over base rate each day thereafter until payment is received. Any late payment interest incurred will be deducted from the annual rebate achieved. Those members that do not qualify for the annual rebate, an invoice will be raised for the interest. Continued late payment could result in suspension of supplies, and termination of Membership.
3. Only Troy UK Ltd can give you a valid discharge for the amount due for the goods or services. You are required to pay all sums due to Troy UK Ltd without any set-off, deduction, counter-claim or withholding whatsoever. Under no circumstances shall any payments be made by you directly to any Supplier. Payment of any monies to a Supplier or the return of any goods to which a Supplier may claim to hold title will not constitute a valid discharge of any debt due to Troy UK Ltd.
4. Troy UK Ltd will not be liable for any returns or credits, howsoever they may occur. Any disputes must be taken up with the Supplier direct. No deduction may be taken for credits owed but not yet received. The Member is not permitted, without the prior written consent of Troy UK Ltd, to deduct the value of any returned item from the amount due to Troy UK Ltd at any time.
5. Carriage charges invoiced will be passed on to the Member.
6. Goods are deemed to be delivered to the Member when Troy UK Ltd receives the relevant Supplier invoice.
7. The Member is responsible for ensuring that goods purchased are fit for the purpose. The Member will indemnify Troy UK Ltd for any claim, cost or expense howsoever that may arise.
8. Title in the goods passes to the Member on delivery.
9. Members buying terms are strictly confidential.
10. Members are expected to support Bona-Fide Suppliers to the best of their ability and not to compete unfairly with other group Members.
11. Members must use reasonable endeavours to ensure that a representative of their company attends all Members meetings and Trade Shows.
12. Members are requested to work with Troy UK Ltd to maximize the opportunity in service and supply chain.
13. Members are required to give Troy UK Ltd at least 3 months' notice of any intention to remove purchases from the Troy Group
14. In the event of a change of ownership/control of a Member or its business, the new owners are required to apply for Troy Membership within 3 months of such change. Failure to apply within this time-frame will result in Membership being withdrawn. New Membership applications will be subject to the normal process and due diligence checks. Troy Group can periodically undertake due diligence on a Member. For this purpose the Member will be required to supply access to management accounts, forecasts, ledgers, banking facilities and any other information deemed necessary.
15. If applicable, any achieved rebate will be paid annually. Rebate is dependent on the Member achieving a minimum level of purchases using the Troy account. This level is to be decided and regularly reviewed by the Troy UK Ltd Board of Directors. The rebate is also dependent on your account being paid promptly each due date and all queries from the previous year being cleared. The payment of rebate is at the discretion of the Troy UK Ltd Board of Directors and is subject to the performance of Troy UK Ltd. The rebate may be suspended at any time. Any late payment interest incurred will be deducted from any rebate achieved.
16. Members will forfeit their rebate if they are found to be in breach of any of the above conditions. Continued breaches will result in expulsion from Membership.
17. The decision of Troy UK Ltd's Directors will be binding at all times relating to all matters.
18. How we use your data. As the conduit between Member & Supplier, we need to pass on your data to Suppliers to facilitate your account management. Your data will be passed onto our approved Suppliers for the following purpose: Setting up your account to place orders under the Troy group name; provision of Suppliers' terms, product price lists & catalogues; Issuance of revisions to product listings, prices and general terms and enabling suppliers to send you promotional offers, news, product updates and any other business related information. The Suppliers have their own duty of care and must handle your data responsibly in line with GDPR.
19. How Troy Group will use your data: for the purpose of setting up accounts; invoice payment & processing; internal analysis and ongoing group marketing. As a principle we do not sell data or share data with any non-group representatives. If at any point you wish to stop receiving marketing communication from Troy, please call or email the marketing team and let them know. An "opt out" option is available within all marketing communication. We take our data responsibility very seriously and for further details our full data policy can be found on our website at: www.troyuk.co.uk/privacy-policy/
20. The signing of this document constitutes acceptance of the above Terms & Conditions. These Terms & Conditions are reviewed regularly by the Troy UK Ltd Board of Directors and can be up-dated at any time. Any up-dates will be communicated to all Members in advance of being applied.

Signed on behalf of		Signed on behalf of	
Signed (Director)		Signed (Director)	
Print Name		Print Name	
Date		Date	