

APPLICATION FOR CREDIT ACCOUNT (Please complete CLEARLY in BLOCK CAPITALS)

Full Trading Title of Co	mpany:								
Full Business Postal A	ddress:								
Postcode:					Contact:				
Business Telephone No:					Business Mobile:				
Invoicing email address: (To send invoices to)									
Company Registration No:					Date Busine Established				
VAT Registration Number:					Registered Office:				
Full Names and Home	Addresses o	of Two Direc	tors:						
Director 1:	Direc			tor 2:					
TRADE REFERENCE 1			TRADE REFERENCE 2 –						
Name, Address and Te	nber:		Name, Address and Telephone Number:						
Bank Account Details:									
Bank Name:			Bank	Bank Address:					
Sort Code:			Account Number:						
				Policy France		m.		1	Insurance
Insurance Policy Details: Police		cy Holder	Policy Number		Policy Expiry Date		Policy Value		Company
Public Liability									
All Risks									
Employers Liability									
Professional Indemnit	у								
Products Liability									
Other									
To whom it may concern I wish to apply for a Credit Account on behalf of the above named Company and trade in accordance with the Terms and Conditions attached.									
Signature:			Name in Block Capitals:						
Position in Company:				Date:					
ACCOUNTS OFFICE U	SE:								
Account opened Date:				er Notified Date:					
Credit Limit Amount:	£		Limit Ro	eview Da	ate:				
Authorised by Signature				sed by Signature Capitals)					
Special Instructions:									

1. DEFINITIONS
2. If a Part the purposes of this hire Construction Hire Solutions Limited shall be deemed to be the Owner of the Plant whether such is the fact or not and the expression "The Owner" shall mean Eanble Hire Limited to the exclusion of any other company or person.
2. Plant" covers all classes of plant, tools, machinery, accommodation, to teles, whiches (including Welfare Vars), equipment and accessories the Horner Agrees to hire to the Hirer pursuant to the Contract.
2. If A "day" shall be 8 hours or if the day is a Friday it shall be 7 hours, unless otherwise specified in the Contract. A "working week" covers the period from starting time on Monday to finishing time on Friday.
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4. The Period shall commence from the time when the Plant Lieses the Owner's agreed location.
5. Proceedings of the Plant is received back at the Owner's named depot or other agreed location.
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a) No conditions other than specifically set forth shall be deemed to be incorporated in or to form part of the Contract, with the exception of the invoice insofar as it contains the fee payable as consideration for the Contract, or shall otherwise govern the relationship between the Owner and the Hirer in relation to the three for any particular Plant. The Contract does not create any right enforceable by or purport to confer any benefit on any person not a party to it except a person who is a successor to or an assignment (as the case may be).

b) The Contract constitutes the entire agreement between the parties. The Hirer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Owner which is not set out in the Contract.

3. ACCEPTANCE OF PLANT

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Acceptance of the Pelhant on site implies unqualified acceptance of all terms and conditions herein unless otherwise agreed in writing by the Owner.
4. UNLOADING AND LOADING
The Hirrs shall be responsible for the unobstructed access and, unless otherwise agreed in writing, for unloading and loading of the Plant at the site and any personnel supplied by the Owner for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and/or loading of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of Clause 13) who alone shall be responsible for all claims arising in connection with unloading and or loading of the Plant by, or with the assistance of, such personnel.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

a) Unless notification in writing to the contrary is received by the Owner from the Hire within three working days of the Plant being delivered to the site, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with the office of the Contract and to the Hire's satisfaction, provided that where Plant requires to be erected on site, the periods above stated shall be calculated from the date of completed erection of Plant. The Hirer shall be responsible for its safe keeping, use in a workmanlike manner within the manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted). Fair wear and tear, to be determined in the Owner's sole discretion, is not to be confused with damage which occurs as a result of a specific event or series of events, such as impact, inappropriate stowing of

capacity and return on the completion of the hire in equal good order (fair wear and tear excepted). Fair wear and tear, to be determined in the Owner's sole discretion, is not to be confused with damage which occurs as a result of a specific event or series of events, such as impact, inappropriate stowing of learns, have hirrer shall, when hirring Plant without Owner's operator or driver, take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If such Plant be confinued at work or in use in an unsafe and unsatisfactory state or environment, the Hirrer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising there from.

c) The current inspection Report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner if requested by the Hirrer and returned to the Owner on completion of hire.

8. DELIVERY AND COLLECTION

Delivery or Collection undertaken by the Owner is not included in the hirr live changes and is charged at an additional cost. Cost of delivery will be shown as a separate sum on the invoice.

The Hirr shall provide or ensure that access to and over the Hirrier's state is in every response of seleviery and collection.

If the ground (including any private access road or track) is soft or unsuitable for the Plant to travel over, work on, or be transported over, without fining equipment, any sound timber or other material supplied by the Owner for use with outlingders/stabilisers is provided solely to assist the Hirer and expressly not to relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the lifting equipment under the imposed or delivery and collection.

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8. HANDLING / USE OF PLANT

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RearAction SERVINES AND REPAIRS

a) When the Plant the working of the Plant. The Owner undertakes to deal with necessary repairs as quickly as is reasonably possible. Claims for breakdown allowance shall only be allowed from the date and time than notice is received, providing that an otice is received. Providing that an otice is received in the clarge of the clarge and to read that an otice is received that the work of the clarge of the clarge is a quickly as is reasonably possible. Claims for received work of Plant caused by the Owner will be made to the Hirer for any stoppage due to breakdown of Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination of fair wear and the an otice is received in the changing of any tyre and repair of punctures are however the responsibility of the Contract.

b) The changing of any tyre and repair of punctures are however the responsibility of the Hirer to indept the puncture. (If a tyre has to be replaced this must be replaced this

other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are expressly hired together as a unit, such items shall be deemed a unit for the purpose of breakdown.

12. LIMITATION OF LIABILITY

Except for liability on the part of the Contract which is expressly provided for in the Contract (including these Clauses):

a) The Owner shall have no liability or responsibility, whether by way of indenmity of by reason of any tore in the contract which is expressly whether by way of indenmity of by reason of the contract with any third party, liabilities of any to the Plant of the Contract (building but not limited to a maximum of £1,000 for any of the Plant of any other asset of facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or camerage.

3) The Contract (including these Clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to a maximum of the contract (bring these Clauses).

3) HIREN'S RESPONSIBILITY FOR LOSS AND DAMAGE

For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause effects of the indemnities contained in Clauses 4, 5, 8 and 12 of this Agreement.

3) During the continuance of the inter period the Hirer shall, subject to the provisions referred to in sub paragraph (a), make good to the Owner all loss of or damage to the Plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in Clause 9 herein, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Pla

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) When Plant is lost or stolen or cannot be retireved by the Owner, the hire will be deemed to end when the Hirer pays to the Owner the Owner's invoiced charges for the loss of the Plant. Charges for loss of or damage to Plant will be based on current replacement values with due allowance for fair wear and

tear.
b) Plant deemed by the Owner to be damaged or returned in an unsatisfactory condition will be held for three days for the Hirer to inspect. After the expiration of the third day necessary repairs, servicing or cleaning will be carried out.
c) The Hirer agrees to pay to the Owner all costs incurred by the Owner in rectifying the condition of Plant returned damaged or unclean. Hire charges will continue until such rectification is complete and the Owner's invoiced charges for the rectification have been paid.
d) The Hirer is responsible for all costs the Owner may incur in tracking or recovering any lost or stolen Plant.
15. NOTICE OF ACCIDENTS

int is involved in any accident resulting in injury to persons or damage to properly, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office within three working days. In relation to any claim in respect of which the Hirer is not bound fully to indemnify the os admission, offer, promise of payment or indemnify shall be made by the Hirer without the Owner's consent in writing.

Owner, no admission

The Plant or any part thereof shall not be re-hired, sub-let, or lent to any third party without the written permission of the Owner.

17. CHANGE OF SITE The Plant shall not be moved from the site to which it was delivered or consigned without the written permission of the Owner.

18. RETURN OF PLANT FOR REPAIRS

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If during the hire period the Owner decides that urgent repairs to the Plant are necessary he may arrange for such repairs to be carried out on site or at any location of his nomination. In that event the Owner shall be obliged to replace the Plant with similar Plant if available, the Owner (but without prejudice to any of the provisions of Clauses 9 and/or 13) paying all transport charges involved.

In the event of the Owner being unable to replace the Plant he shall be entitled to terminate the Contract forthwith (but without prejudice to any of the provisions of Clauses 9 and/or 13) by giving written notice to the Hirer. If such termination occurs: within three months from the commencement of hire, the Owner (but without prejudice to any of the provisions of Clauses 9 and/or 13) shall be liable only for the cost of reloading and return (but without prejudice to any of the provisions of Clauses 9 and/or 13) shall be liable only for the cost of reloading and return

transport.

19. COMMENCEMENT AND TERMINATION OF HIRING

a) Hire will commence on the date the Plant leaves the Owner's premises and will terminate on the day it is returned to the Owner's premises. The day of hiring and the day of return will be charged respectively as whole days. 24 hours' notice of termination of hire must be given by the Hirer to the Owner in

writing.
b) The minimum Hire Period is one week and Hirer will be charged for one week's hire even if the duration of hire is less.

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of The Owner shall not charge the Hirer any hire charges for any period for which an off-hire number has been obtained, but the Hirer shall still be responsible for such hire charges for those items if he is unable to grovide the off-hire number to the Owner of that item of Plant. In the event that any item of Plant which is off-hired, is not made available for collection when the Owner attends the site to collect it, such Plant shall be deemed with immediate effect to be placed back on hire, and all hire charges shall be due in accordance with these conditions. The Hirer shall be responsible for the reasonable costs and expenses incurred by the Owner in seeking to collect such off-hired items, by way of an aborted journey charge of the Plant is subject to a Head Finance Agreement the hiring of that Plant may be terminated by Eantble Hire Limited giving 30 days written notice to the customer if the owner of the Plant becomes entitled to require possession of that Plant under the terms of the Head Finance Agreement.

20. LEADS Leads are supplied to the Hier in good condition. Leads cut or damaged will be charged to the Hier at the current replacement price.

21. PROTECTION OF OWNER'S RIGHTS

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23. The Hirr shall not re-hire, seel, mortgage, charge, pledge, part with possession of ro otherwise deal with the Plant and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Covernment requisition.

24. The Plant is provided by the Plant or other charges or shall fail to observe and perform the terms and conditions of this Contract, or if the Hire shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or shall do or cause to be done or permit or suffer any act thing whereby the Owner's rights in the Plant may be prejuiced or put his lopogrady, this Contract may forthwith be determined by roason of the Hire's breach and it shall be lawful for the Owner to the Hire has men or a like nature.)

25. The Contract shall thereupon be deemed determined by reason of the Hire's breach and it shall be lawful for the Owner to receiver from the Hirer any monies due to the Owner under the Contract or any of the Owner so the Owner so report the Owner or event remarks of the Surface or cover up the Owner so remarks and the Contract or any of the Owner so remarks and the contract or any of the Owner so remarks and the Contract or any of the Owner so remarks and the owner of the Contract or any of the Owner so remarks and the contract or any of the Owner so remarks and the owner of the Contract or any of the Owner so remarks and the owner of the Owner so remarks and

Z3. ELECTRICAL EQUIPMENT

Where the Plant comprises electrical equipment in part or in whole the same should normally be used with plugs and/or sockets as fitted but if temporarily replaced with other suitable plugs or sockets, this must be carried out by a qualified electrician who must also reinstate to original condition. Under no circumstances should electrical Plants be used without it being correctly earthed unless it is of double insulated construction. Such electrical equipment must be connected by a qualified electrical to an adequate electrical supply of the correct voltage.

24. DETERMINATION OF HIRE

The Owner shall be entitled at any time and for any reason whatsoever, without explanation, to terminate this contract (such termination to be effective immediately) and to repossess the Plant or any part thereof. The Owner shall be entitled to enter upon the premises or site of the Hirer for the purpose of repossessing the Plant and the Hirer shall pay the cost of recovering and collecting the Plant.

25. PAYMENT TERMS

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Unless a credit facility has been granted by the Owner to the Hirer, all hire charges are payable in advance and all other charges are due and payable immediately upon issue of invoice. The invoice will be issued as soon as is reasonably practicable following agreement of the Hirer. The Hirer shall pay all sums due to the Owner under this Contract without any set-off, deduction, counter claim and/or any other withholding of monies. Prompt payment of the Owners invoices shall be of the essence and the Owner may terminate the hire in the event that the Hirer fails to comply with the Owners payment terms, which are 14 days unless otherwise agreed by the Owner. Pyment shall not be deemed to be made until the Owners have received recash or cleared from those in respect of the full amount outstanding.

28. RESPONSIBILITIES OF PERSON SIGNING

The person signing the contract warrants that he has authority of the Hirer to make this contract on the Hirer's behalf. The said person hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not so. The said person hereby acknowledges that he has been instructed 27. HIRE CHARGE CALCULATION

The Owners standard minimum period of hire is 1 week, unless stated otherwise in a quotation or price proposal document or agreed by the Owner in writing.

If advice or information is sounted from each standard minimum period of hire is 1 week, unless stated otherwise in a quotation or price proposal document or agreed by the Owner information is sounted from each standard.

If advice or information is sought from and given by any representative of the Owner, the Hirer understands and accepts that such advice or information is given in good faith and does not relieve or reduce the Hirer's requirement to make his own independent assessment as outlined above. 23. HOLIDAY PERIODS

23. INCLIDAT PENIODS

It is the responsibility of the Hirer to ensure the safekeeping of all Plant hired which is not returned to the Owner before the start of any holiday period. The Plant will be deemed to be in use during the holiday period and will be charged in accordance with the terms of the Contract. For the avoidance of doubt, the Plant is deemed to be on-hire, and will therefore be charged for, during public/bank holidays and the Hirer is responsible for its safekeeping.

30. SUSPENSIONS

All requests for the suspension of hire charges must be made fourteen days in advance to the Owners in writing. No suspension allowance will be made unless confirmed by the Owner. For the avoidance of doubt, the Plant is deemed to be on-hire during weekends, public/bank holidays or other holiday periods and the Hirer is responsible for its safekeeping. During a period of suspended hire charges, having been agreed in accordance with this clause, the Plant shall remain at the risk of the Hirer and shall be kept in the possession of the Hirer, unless the Owner decides, at his sole discretion, otherwise. 31. AVAILABILITY
Plant is offered for hire, subject always to availability at the time of order. The Owner will not be liable for any loss as a result of the Equipment being unavailable for hire.
32. INSURANCE
The Hirer shall take out and maintain insurance content or the shall be shall take out and maintain insurance content or the shall be shall take out and maintain insurance content or the shall be shall take out and maintain insurance content or the shall be shall take out and maintain insurance content or the shall be shall be shall take out and maintain insurance content or the shall be shall NON-INCE

If the shall take out and maintain insurance against any and all liabilities the Hirer might incur under the Contract provided the same is commercially available. The Hirer shall include the Owner as a loss payee on any such policy. The Owner reserves the right at any reasonable time to require confirmation he Hirer is complying with its insurance obligations.

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33. FUEL

All Plant is not supplied with fuel unless specified at the time of order and paid for by the Hirer. Welfare Vans are supplied with approximately a quarter tank of fuel at commencement of hire. Upon termination of hire, we will fill the tank. Any difference, where there is less than a quarter of a tank of fuel in the vehicle upon return, will be charged at the prevailing Owners rate per litre.