

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

Full Trading Title of Company:					
Full Business Postal Address:					
Postcode:		Contact:			
Business Telephone No:		Business Mobile:			
Invoicing email address: (To send invoices to)					
Company Registration No:		Date Business Established:			
VAT Registration Number:		Registered Office:			
Full Names and Home Addresses of Two Directors:					
Director 1:			Director 2:		
TRADE REFERENCE 1 – Name, Address and Telephone Number:			TRADE REFERENCE 2 – Name, Address and Telephone Number:		
Bank Account Details:					
Bank Name:		Bank Address:			
Sort Code:		Account Number:			
Insurance Policy Details:					
	<i>Policy Holder</i>	<i>Policy Number</i>	<i>Policy Expiry Date</i>	<i>Policy Value</i>	<i>Insurance Company</i>
Public Liability					
All Risks					
Employers Liability					
Professional Indemnity					
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 USE:					
Account opened Date:		Customer Notified Date:			
Credit Limit Amount: £		Limit Review Date:			
Authorised by Signature:		Authorised by Signature (Block Capitals)			
Special Instructions:					

1. DEFINITIONS

a) For 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.

b) The "Hirer" is the Company, firm, person, Corporation or public authority taking the Owner's Plant on hire and includes their successors or personal representatives.

c) "Plant" covers all classes of plant, tools, machinery, accommodation, toilets, vehicles (Including Welfare Vans), equipment and accessories therefore, which the Owner agrees to hire to the Hirer pursuant to the Contract.

d) 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.

e) "Hire Period" shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or other agreed location.

f) The Hire Period includes Saturdays, Sundays or Bank or other statutory holidays.

g) A "Consumer Contract" is a contract entered into with a person acting in his own capacity and not for or on behalf of any business or trade entity.

h) "Contract" shall be the terms and conditions of hire contained herein together with other contractual documents, in the following order of precedence: any quotation from the Owner given to the Hirer, any order made by the Hirer and any confirmation of that order by the Owner. 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.

i) "Inspection Report" means the pre and post-delivery inspection of the Plant in respect of operation and condition, carried out by the Owner.

j) "Hire Delivery Note" means the note of delivery and place of delivery to be delivered to the Hirer by the Owner or his employee.

k) "Head Finance Agreement" means a finance agreement between the Owner and a third party subject to which the Owner has possession of the Plant.

l) "Head Office" being the Owner's primary place of contact in relation to the hire and notified to the Hirer through inclusion on pre-contractual correspondence.

2. EXTENT OF CONTRACT

The Plant by, or with the assistance of, such personnel as the Hirer shall 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 hire of 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 assignee of the rights of the Owner who is deemed to become a party to the Contract after the date of succession or 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

Acceptance of the Plant on site implies unqualified acceptance of all terms and conditions herein unless otherwise agreed in writing by the Owner.

4. UNLOADING AND LOADING

The Hirer 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

a) Unless notified in writing to the contrary is received by the Owner from the Hirer 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 terms of the Contract and to the Hirer'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 items, harsh treatment, negligent actions or omissions.

b) The Hirer shall, when hiring 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 continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer 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 Hirer and returned to the Owner on completion of hire.

6. DELIVERY AND COLLECTION

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

Where the Owner has agreed to provide transport for the Plant to or from the Hirer's site:

The Hirer shall provide or ensure that access to and over the Hirer's site is in every respect suitable for the vehicle used for transporting the Plant.

If the ground (including any private access road or track) is soft or unsuitable for the Plant to work on, travel, or be transported over without timbers or equivalents the Hirer shall supply and lay suitable timbers or equivalents in a suitable position for the Plant to travel over, work on, or be transported over,

a) Where the hire is for lifting equipment, any sound timber or other material supplied by the Owner for use with outgitters/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 loading.

b) The Hirer shall load or unload the Plant at the Hirer's site with reasonable diligence and shall not suffer or permit the transport vehicle to be unduly delayed on site. The Owner may charge and at a reasonable rate or specify hourly charge for any delayed delivery.

c) In respect of clause 4, the Hirer shall be responsible for unloading and loading of the Plant and any employee of the Owner shall be under control of the Hirer and act solely to the instruction of the Hirer. The Hirer shall therefore indemnify the Owner against any claims for injury to persons, or loss of or damage to property (including land), during loading or unloading of the Plant.

d) The Owners shall make reasonable efforts to deliver and collect the Plant at the agreed time, however, the Owner shall not be liable for the consequences of any delay in the delivery or collection at the Hirer's site.

e) Not less than 24 hours' notice, in writing, must be given to the Owner if the Hirer wishes the Plant to be collected. When Plant out on hire is to be collected from its location by the Owner on the instructions of the Hirer, the Hirer remains responsible for the safekeeping of the Plant until collection is effected beyond the time specified in the Hire Delivery Note (but not prejudicial to any of the provisions of Clause 13) who alone shall be responsible for all claims arising in connection with the operation of the Plant by the said drivers/operators/persons.

f) When Plant is delivered by the Owner, in the absence of the Hirer or his representative, the Hire Delivery Note shall be forwarded to the Hirer's address and deemed to be conclusive proof of delivery of the Plant listed thereon in good clean working order.

7. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, agents of the Owner or the Owner's Insurers to have access to the Plant to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.

8. HANDLING / USE OF PLANT

a) The Plant shall be used only for the purpose for which it is designed by the makers. The Hirer shall be responsible for ensuring the observance of all proper safeguards and precautions against accidents in connection with the use of the Plant, and for ensuring its use by authorised persons only.

b) The Hirer shall use the Plant in a skilful and proper manner and the Hirer shall be responsible for its greasing, oiling, etc. The Hirer shall be solely responsible for and shall indemnify the Owner in respect of all damages, losses, costs and expenses arising as a result of not maintaining the plant with correct levels of oil, fuel and grease.

c) The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Factories Acts, Health and Safety at Work Act 1974, etc., and observance of the Road Traffic Acts should they apply, including the cost of Road Fund Licences and any insurances made necessary thereby, save that and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.

d) The Hirer is responsible for checking the calibration of the Plant on each occasion before use. Final determination of the suitability of the Plant for any specific use is the Hirer's responsibility and the Hirer assumes all risk and liability in this regard.

e) The Hirer shall indemnify the Owner for injury to persons or loss of or damage to property caused by the Hirer's use of the Plant or the Hirer's failure to operate the Plant in a safe and proper manner.

f) The Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and such hire shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Plant be regarded as the servants or agents of the Hirer (but not prejudicial to any of the provisions of Clause 13) who alone shall be responsible for all claims arising in connection with the operation of the Plant by the said drivers/operators/persons.

g) The Hirer shall not allow any other person to operate such Plant without the Owner's previous consent to be confirmed in writing.

9. BREAKDOWN SERVICING AND REPAIRS

a) When the Plant is hired without the Owner's driver or operator the Hirer shall inform the Owner immediately (or an event within 2 Business Days) of any breakdown or unsatisfactory 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 that notice is received, providing that such a breakdown is advised immediately by the Hirer and confirmed within three days in writing.

b) The allowance for the hire charges and for the reasonable cost of repairs that have been authorised 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 or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.

c) The Hirer shall not, except for the changing of any tyre and repair of punctures, repair the Plant without the written authority of the Owner.

d) The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed/repaired without awaiting authorisation from the Owner. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre and the repair of any puncture. If a tyre has been replaced by the Hirer, the Hirer shall be responsible for the replacement of the tyre.

e) The Hirer shall take all reasonable steps to keep acquainted with the state and condition of the Plant. If Plant is to be continued at work or in use after it is known by the Hirer to be in an unsafe or unsatisfactory state the Hirer shall be solely responsible for any further damage, loss or accident.

f) The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner due to negligence, misdirection or misuse of the Plant whether by the Hirer or other persons and for the payment of hire charges at the Owner's standard rate during the period the Plant is necessarily idle due to such breakdowns or damage.

g) The Owner will be responsible for the cost of repairs to the Plant involved in breakdowns as a result of fair wear and tear.

h) If the Plant has been hired to the Hirer for a specific purpose, the Hirer shall be responsible for the cost of repairs to the Plant involved in breakdowns as a result of fair wear and tear.

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