



CREDIT ACCOUNT APPLICATION

PLEASE COMPLETE IN BLOCK CAPITALS

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1. LTD/PLC Companies

Full Trading Title
Business Sector (i.e. Roofing, Electrical, General Building etc)
Trading Address
.....
.....
.....
Postcode
Tel:
Fax
Company Registration No
Are you part of a group of companies? If Yes please name
Parent Company

Registered Office (if different from trading)
.....
.....
Postcode
Tel:
Fax:
How long established.....Yrs.....Months
Number of employees
Parent Company Registration No

2. Sole Trader/Partnership (delete where appropriate)

1. Full Name
Home address
.....
Postcode
Tel/Mobile
2. Full Name
Home address
.....
Postcode
Tel/Mobile

Trading Title
Trading address
.....
Postcode
Tel/Mobile
Fax:
Trading address
If sole trader or either partner at present address less than 3 years
please provide previous home/business address:
.....
.....

3. Bank Details (delete where appropriate)

Bankers Name
A/c No
Sort Code

Address
.....
.....

4. Do you have an insurance policy covering hire plant?
YES?NO If yes supply insurers name & number.

IS a hire/purchase order number required? YES/NO
Do you require a damage waiver? YES/NO
Monthly Credit Required £

5. Trade Reference (one preferably from a plant associate hire company).

Trade Title
Address
.....
Postcode
Tel: Fax:

Trading Title
Address
.....
Postcode
Tel: Fax:

7. I/we declare that the above information is correct and that I/we have read and agree to your terms and conditions of trading. I/We authorise you to make enquiries in relation to this account and that I/We accept you may refuse opening a credit A/c without giving reason.

Authorised Signature
Print Name
Date

To Be completed by ELITE TOOL HIRE
A/C No. Limit
Signature A/C Signature
Print
Date Date

A letterhead from the applicant must be included

[ELITE TOOL HIRE

General Conditions for Hiring Goods and Conditions of Sale

1. Definitions

Contract – the document or documents that set out these conditions and all other details about your agreement with us.

We, us – Elite Tool Hire.

You – the person, firm, company or other organisation hiring or buying the goods from us.

These conditions override any terms and conditions you may have put forward, unless we have agreed to any other conditions in writing.

These conditions do not affect your rights as a person dealing as a consumer, not for business purposes.

English law will govern the contract.

2. Our Charges

A Charges for hiring goods

You must pay the hire charges shown in the contract. Hire charges will start at the time shown in the contract and will continue until:

- We have given you a collection or off-hire number; or
- You have returned the goods to us in a clean and usable condition and we have given you a receipt for them;

Whichever is earlier.

Hire charges are due all the time you have the goods including Saturdays, Sundays and public holidays. You must pay all charges you owe when we ask for them.

B Payment terms for buying goods

If we have agreed, in writing, to let you have a monthly account, you must pay all our invoices by the last day of the month following the month the goods were delivered. If you do not have a monthly account with us, you must pay us when you place your order, or when the goods are delivered if we have agreed this with you.

C Interest and other charges

If you do not pay any amount when it is due, we will add interest to the amount that is overdue. We will add interest each day at a rate equal to 4% above Barclays Bank PLC base rate at the time. Charging interest will not affect any other rights we may have. You must also pay any of our reasonable expenses in recovering money or goods from you.

3. Delivery and collections charges

You must pay us any agreed charges for delivering or collecting the goods. If we quote carriage charges, these only cover the time needed to load or unload our vehicle at the address you have specified. You must pay extra for any further time you cause us to spend, including if we try to follow your instructions for delivering or collecting the goods but cannot do so because of your acts or failure to do something.

4. Maximum hire period (if you are not a company or corporation)

If you are not a company or corporation, the contract will end within 3 months of the beginning of the period of hire. If you have not already done so you must return the goods to us on the day before the end of the 3-month period. If you fail to do this we may charge you for any financial loss we suffer as a result.

5. When the contract starts

The contract comes into effect when you have placed an order and agreed to keep to these conditions, and we have accepted your order.

6. Safety instructions for hired goods

You must make sure that everyone who uses the goods is properly instructed on how to use them safely and correctly, and that they have all the instructions we have supplied. You must make sure the goods are not misused.

7. Your responsibility when hiring goods

a. You must unload and load the goods at the address specified by you. You must also load and unload the goods at our premises when you, or your agent, collect or return the goods. If we supply any person to help you, you must give him or her clear instructions when necessary.

b. You become responsible for the goods when you, or your agent, receive them. If the goods are delivered to you, this will be when your responsibility starts. Your responsibilities include protecting the goods and keeping them safe from the weather, theft, vandalism or improper use. At the end of the hire period you must return the goods unless you have made arrangements for us to collect them. Your responsibility does not end until the goods have been returned or collected and we are able to give you a receipt for them. You must not sell or in any way give up control of the goods.

c. You will be responsible for any death, injury, loss or damage caused by the goods being misused while they are hired to you.

8. Electrical Goods

If any part of the goods in electrical, it should be used with the original plugs or sockets fitted to it. If you need to fit other suitable plugs or sockets to the goods, this must be carried out by a competent person who must also return the goods to their original condition. You must make sure you a suitable supply of electricity for the goods. Never use electrical goods that are not earthed correctly unless the goods are double insulated. You must keep to all regulations which apply, including the Electricity at Work Regulations 1989, while you are responsible for goods.

9. Maintaining hired goods, breakdown procedures and reporting accidents

You must make sure the goods remain safe, clean and in working order. If the goods break down or are not working properly you must report this to us immediately. You must not repair the goods unless you are authorised by us. You must return the goods for us to examine them unless we have agreed otherwise.

You must tell us immediately if the goods are involved in any accident resulting in damage to the goods or to other property, or injury to any person. You must take all necessary steps to make the goods safe and to protect them against theft or damage.

10. Where hired goods are placed

The hired goods must not be moved from any site agreed by us unless you have our written permission.

11. Limits of our Liability

a. All the times we quote for delivering or collecting the goods are approximate.

b. We will not be liable for any delays caused by circumstances beyond our reasonable control.

c. If the goods break down or stop working properly, we will try to replace them or repair the fault as soon as reasonably possible after you have reported it to us.

d. If you hire or buy the goods for use in a business, we will not be liable for any indirect loss or any loss of business or profits, savings you expected to make, wages, fees or expenses caused by the goods or any part of them breaking down or stopping working properly.

12. Insurance; payment for hired goods that are lost, stolen or damaged

You must pay to us the cost of replacing any hired goods which are lost or stolen or damaged beyond economic repair (that is if the repair would cost more than the equipment is worth). You should insure the goods for the replacement cost. If you receive any money as settlement of any claim relating to the damage to or loss or theft of the goods, you must hold that money separately in trust for us and pay it to us when we ask you to. You must not negotiate any claim without our permission.

13. Lost, stolen, damaged or unclean hired goods

a. You are responsible for looking after the goods and returning them to us in good working order.

b. You must pay us our reasonable costs of repairing or cleaning the goods if you return them damaged or unclean.

14. Ending the contract if you hire in the course of a business

We may end this contract if:

- You break this contract; or
- You become bankrupt; or
- As a company, you start to be wound up or a receiver or administrator is appointed over all or part of your assets; or
- You enter into any agreement with your creditors or a voluntary agreement is made which affects you; or
- You enter into a voluntary agreement.

If we end the contract in these circumstances, it will end immediately and we may repossess any or all of the goods. If we end the contract, it will not affect our right to recover any money you owe us under this contract or damages we claim as a result of you breaking this contract.

15. Ending the contract if you hire as a private individual and not in the course of a business

If you are hiring the goods as a private individual and not in the course of a business, we may end this contract if:

- You break this contract; or
- You become bankrupt; or
- You enter into a formal agreement with your creditors (those you owe money to).

If we end the contract in these circumstances we will work out the hire charges for the actual period you have had the goods.

16. Our rights of access

We may enter any land or premises where we reasonably believe the goods are. We may do this at reasonable times and after giving reasonable notice. We can only have this access if we need to inspect, test, repair, service, replace or repossess the goods.

17. Ownership of and responsibility for the goods you buy

a. If you buy any equipment from us, you will become responsible for loss of damage as soon as the goods are delivered to you.

b. We own the goods until you have paid in full for all the goods we have supplied. Until we have received full payment for the goods you will hold the goods on our behalf and you must return them to us if we ask you to. We may enter any land or premises of yours, other than your home, to recover our goods.

18. Separate terms

If any term in this contract cannot be enforced, this will not affect the remaining terms.