Leamington Plant Hire Limited
Wood Street, Leamington Spa, Warwickshire CV32 4HQ
Telephone (01926) 451212 Fax (01926) 831757
www.leamington-plant.com

CREDIT APPLICATION FORM

Business / Trading Name: …… Business / Trading Address: ……

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Main Telephone No: …… Purchase Ledger Tel No: …… Fax No.: ……

Mobile Tel No: …… E-mail Address: ……

Type of Business: Public Limited Company: ☐ Private Limited Company: ☐ Sole Trader: ☐ Partnership: ☐

Are any of the directors, owners or partners in this business un-discharged bankrupts? **Yes** / **No**

Have any of the directors, owners or partners of this business held any other credit accounts with this company? **Yes** / **No**

If so, please list account names: ……

Business Type (e.g Plumber):……

Any Special Instructions …… Do you use order numbers **Yes** / **No**

Limited Companies Only

Co. Registration Number: …… Date of Formation: …… Parent Company: ……

Sole Traders / **Partnerships Only** Home address(es) of proprietor / all partners:

Full Name: …… Home Address: ……

…… Date of Birth:……

Full Name: …… Home Address: ……

…… Date of Birth:……

Full Name: …… Home Address: ……

…… Date of Birth:……

Full Name: …… Home Address: ……

…… Date of Birth:……

Trade References

Company Name: …… Address: ……

…… Current Credit Limit: £……

Company Name: …… Address: ……

…… Current Credit Limit: £……

In processing your application for credit facilities we may make enquiries of credit reference agencies and other third parties who may record those enquiries. We may also disclose information about the conduct of your account to credit reference agencies and other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention. I, the undersigned hereby confirm that if credit facilities are approved the account will be paid as per your normal monthly terms.

PLEASE READS CAREFULLY OUR TERMS AND CONDITIONS (COPY ENCLOSED OR AVAILABLE ON REQUEST)
Must be signed by a director, partner or proprietor of the business

Signed :…… Print Name: …… Position: ……

HIRE ASSOCIATION EUROPE

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 - **Leamington Plant Hire Limited**
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.
The contract will be governed by English law.

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 National Westminster Bank PLC's 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 collection 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. II 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 is 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 have 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 the 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 or 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.

HIRE ASSOCIATION EUROPE
Raising the Standard

Crystal Mark
Clarity approved by Plain English Campaign