

**All Sections must be completed before emailing this form over to your local depot.*

ADMIN USE ONLY
A/C Ref
Insurance Cover £
Insurance Expires (month)
Area Sales Manager:

Amount of Credit Required per Month: £		Credit Terms Required:	
Section 1 - Company Details		Business Type: Sole Trader/Partnership/Ltd/Plc/Charity	
Full Company Name:			
Nature of Business:			
Company Registration No.: (if applicable):			
Invoice Address:		Registered Address: (if different to invoice address)	
Sole Trader / Partnership Only Proprietors / Partner Details			
Name:	DOB:	Name:	DOB:
Name:	DOB:	Name:	DOB:
Section 2 - Contact Details Accounts Payable		Purchasing	
Name:		Name:	
Telephone No.:		Telephone No.:	
Mobile No.:		Mobile No.:	
Email Address:		Email Address:	
Invoices / Statements to be emailed YES NO			
Section 3 - Bank Details			
Bank Name:		Account Name:	
Account No.:		Sort Code:	
Section 4 - Trade References			
Name:		Name:	
Address:		Address:	
Telephone No.:		Telephone No.:	
Section 5 Safeguard Protection - Please select required scheme			
20% Safeguard Protection Plus - Covers theft, vandalism, malicious and accidental damage YES NO			
*Please see our brochure for exclusions			
If you do not require Safeguard Protection please include a copy of your Hired In Plant insurance (minimum cover £50000) with your completed account application form			
*Please note 20% will automatically be added if none of the above selected			
Signed:	Print Name:	Position:	Date:

Terms & Conditions of Hire

1. Definitions

Contract – the document or documents that set out these conditions and all other details about your agreement with us. We, us, the owner – SUMMIT PLATFORMS
You – the person, firm, company or other organisation hiring the equipment from us. These conditions override any terms and conditions you may have put forward unless we have agreed any other conditions in writing. Day – 8 hours unless otherwise agreed between us. Weekend – the period between normal finishing time on Friday and normal starting time on Monday. Working week – the period between normal starting time on Monday until normal finishing time on Friday. Week – 5 consecutive days. Equipment – the machinery, plant and any attachments supplied by us which we agree to hire. The contract will be governed by English law.

2. Our Charges

a. Charges for Hiring Equipment

The hire charges will apply for charging periods of a day, a working week, a full week, a weekend, as shown on the contract. If we have agreed to charge at a working week rate you must not use the equipment on Saturday or Sunday. If we have agreed to charge at a full week rate the charge will include Saturday and Sunday working.

The minimum charge is for the full period at the rate quoted. Subsequent time will be charged at the same rate on a pro rata basis but subject to each part of a day being treated as a full day.

We will charge for all public holidays at the rate in the contract, unless we have agreed in writing with you to waive charges for all or part of a public holiday period.

We will charge for all construction industry holiday periods at the rate in the contract unless we have agreed in writing with you to waive charges for all or part of a construction industry holiday period.

Any agreement to waive any hire charges while you retain possession of the equipment does not waive any other charges or any of our rights contained in this contract.

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 equipment to us in a clean and usable condition and we are in a position to give you a receipt for it, whichever is earlier.

You must pay all charges owing when we ask for them.

b. Charges for Hiring Equipment with an Operator

When the equipment is hired with an operator supplied by us, the hire charges will be at an hourly rate and subject to any minimum charge agreed between us. A minimum charge of eight hours will apply. Any hours worked in excess of eight hours during the working week and all hours worked at weekends or public holidays will be subject to additional charges to cover operator overtime. These charges will be at our current labour rates which we will notify to you. The signature of you and your agent on the time-sheet will signify that you agree to accept the hours shown as the basis for charging.

3. Terms of Payment

All accounts are strictly net and include VAT where appropriate, and where the Hirer has an approved account, confirmation of which has been given in writing by the Supplier, payment will be due 30 days from the date of the invoice. If any sum remains unpaid after the due date the payment of all hire charges, no matter how recent, shall become due immediately. Invoices will be presented at regular intervals during the period of hire. The Supplier reserves the right to suspend further supplies from existing or any other orders until all overdue debts have been discharged as payment is not of the essence. An authorised credit account will be granted at the Supplier's discretion where a level of credit approval has been granted by the Supplier and the Hirer has agreed the Supplier's Terms of Business. The continuation of credit facilities will be reviewed periodically. Where a Hirer does not have an approved credit account, before the period of hire begins, the Hirer shall pay the minimum hire charge and a deposit of a value specified from time to time to be calculated in accordance with the Suppliers list price ruling, which will be held as security until the return in good order of the equipment hired and the payment of all sums due.

4. Delivery and Collection Charges

You must pay us any agreed charges for delivering or collecting the equipment. 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 including if we try to follow your instructions for delivering or collecting the equipment but cannot do so because of your acts or failure to do something. Where authorisation is required to enter across pedestrian areas, service roads or similar property to carry our delivery or collection, you are responsible for obtaining consent and arranging attendance of staff according to any rules or bylaws in force at the time. Delay caused by you failing to do this will result in us charging you with waiting time.

Lorry and van mounted equipment will incur transport charges at the agreed hire rate from the time it leaves our depot until the time it returns.

5. 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 equipment 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.

6. 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.

7. Safety Instructions for Hired Equipment

a. You must make sure that every one who uses the equipment is properly instructed on how to use it safely and correctly and that they have all the instructions supplied by us. You must make sure the equipment is not misused

b. You are responsible for providing a competent operator who has been trained and certified on the type of equipment hired on this contract. Whenever appropriate we will effect a formal handover of the equipment which will be verified by a familiarisation certificate. This will discharge our obligation to you to pass on essential information concerning the equipment.

The familiarisation certificate is not a substitute for proper operator training and you must not rely on it as such.

8. Your Responsibility when Hiring Equipment

a. You must unload and load the equipment at the address specified by you. You must also load and unload the equipment at our premises when you or your agent collect or return the equipment. If we supply any persons including operators to assist you, they will be considered to be under your control. You must provide competent supervision and clear instructions at all times. You must not instruct any operator to undertake action that is in breach of regulations or safe practice.

b. You become responsible for the equipment when you or your agent receive it. If it is delivered to you this will be when your responsibility starts. Your responsibilities include protecting the equipment from damage and keeping it safe from the weather, theft, vandalism or improper use. At the end of the hire period you must return the equipment unless you have made arrangements for us to collect it.

Your responsibility does not end until the equipment has been returned or collected and we have given you a receipt for it.

You must not sell or in any way give up control of the equipment.

c. You will be responsible for any death, injury or damage caused by the equipment being misused when it is hired to you.

d. You are responsible for obtaining consents and complying with all regulations concerning operation of the equipment on, over or adjacent to property belonging to others including public property.

You are responsible for providing any insurance and/or indemnity which is required by public or statutory bodies when using the equipment on their property.

You will ensure that any regulations regarding barriers, warning signs or lights that are needed to protect the equipment from becoming a hazard to others are complied with.

e. You are responsible for undertaking any risk assessment or safety audit necessary before using the equipment.

Where a risk assessment is already in force at the site of operation you will comply with it whenever it concerns the safe operation of the equipment.

You will have regard to the fact that changes in ground conditions, the weather and wind speed can have adverse effect on the safe working of all access equipment. You must not allow anyone to use the equipment in unsafe circumstances.

9. Electrical Equipment

If any part of the equipment 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 equipment this must be carried out by a competent person who must also return the equipment to its original condition. You must make sure you have a suitable supply of electricity for the equipment. Never use electrical equipment that is not earthed correctly unless the equipment is double insulated. You must keep to all the applicable regulations including the Electricity at Work Regulations 1989 while you are responsible for the equipment.

10. Maintaining Hired Equipment, Breakdown Procedures and Reporting Accidents

You must make sure the equipment remains safe, clean and in working order. If the equipment breaks down or is not working properly you must report this to us immediately.

You must not repair the equipment unless you are authorised by us. You must return the equipment for us to examine it, unless we have agreed otherwise. You must tell us immediately if the equipment is involved in any accident resulting in damage to the equipment or to other property or injury to any person. You must take all necessary steps to make the equipment safe and to secure it against theft or damage.

Mobile elevating work platforms must not be used as a crane unless we have specifically agreed in writing that such use is permitted and that certification is available for the equipment.

11. Where the Equipment is Placed

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

12. Limits of our Liability

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

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

c. If the equipment breaks down or stops working properly, we will try to replace it or repair the fault as soon as reasonably possible after you have reported it to us.

d. We will not be liable for any indirect loss or loss of business or profits, savings you expected to make, wages, fees or expenses caused by the equipment or any part of it breaking down or stopping working properly.

13. Insurance and your Responsibility for Hired Equipment that is Lost, Stolen or Damaged

You must pay to us the cost of replacing any equipment which is lost or stolen or damaged beyond economic repair. You will insure the equipment 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 equipment, you must hold that money separately in trust for us and pay it to us when we ask you to. You must not negotiate or compromise any claim without permission. Unless otherwise negotiated, the owner will charge Damage Waiver at a rate of 20% of total weekly hire charge. This applies only to accidental damage and does not provide cover for customers general hire responsibilities, i.e. daily/weekly maintenance of batteries, tyres, engines, oil and insurance; theft or disappearance of equipment; damage caused by vandalism or malicious mischief; negligence including paint overspray; damage through gross negligence. Damage Waiver is not insurance. It is simply a waiver by the owner of its legal right to have equipment returned in the same condition as when it left.

14. Damaged or Unclean Hired Equipment

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

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

c. If the hirer returns damaged equipment to the owner, the hirer will be notified of such damage. If requested by the hirer, the equipment will be held in quarantine for inspection for five working days. After this time, if damage is found to be chargeable by the hirer, we reserve the right to charge, at list price, the lost revenue for this period and time taken to repair the equipment.

15. Ending the Contract

We may end the 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 become the subject of a voluntary agreement.

If in these circumstances we end the contract, it will end immediately and we may repossess any or all of the equipment. The ending of the contract 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.

16. Our Rights of Entry

We may enter any land or premises where we reasonably believe the equipment is. We can have the right of entry if we need to inspect, test, repair, service, replace or repossess the equipment.

17. Separate Items

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

18. In signing this agreement, you consent to any relevant searches on your principal Directors/Partners being made through a licensed credit reference agency.

19. It is our intention that no third party should benefit from this agreement.