

Company Information

Company Name _____

Co Registration No _____
(If applicable)

Address _____

Postcode _____

Partnership/Sole Trader _____

Main Telephone No _____

Main Fax No _____

VAT No _____

Length of Time in Business _____

Account Contact Details

Contact Name _____ Telephone No _____

E-mail _____ Fax No _____

Invoice/Statement Address if different from above? _____

Do you require order numbers or any other paperwork to pass invoices for payment? YES ☐ NO ☐
(If not indicated Yes, we will assume No)

Bank Details

Bank Name _____ Account Name _____

Bank Address _____ Account No _____

_____ Sort Code _____

Postcode _____

Trade References (No Fuel or Utilities Suppliers)

Name _____	Name _____
Address _____	Address _____
_____	_____
Postcode _____	Postcode _____
Tel No _____	Tel No _____
Fax No _____	Fax No _____
E-mail Address _____	E-mail Address _____
Average Monthly Credit £ _____	Average Monthly Credit £ _____

Agreement / Authorisation

I/We hereby certify that all information given in this application is complete and accurate.
In consideration of the granting of credit facilities I/we agree to settle the account by the end of the month following purchases
I/We understand that non-compliance may lead to the restriction of the supply of goods/services and withdrawal of credit facilities. Interest may be charged on overdue accounts.

Signed _____ Name _____

Date _____ Title _____

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

"Associated Company" means any group company or company that is a subsidiary company of either party from time to time and 'subsidiary' shall have the meaning set out in Section 1159 of the Companies Act 2006;

"Charges" means our current hire charges;

"Contract" means a contract created by the acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order made between you and us for the hire of the Equipment, and the provision of the Services;

"Deposit" means any advance payment required by us in relation to cash hires for the Equipment which is to be held as security by us;

"Equipment" means the equipment detailed in the Order;

"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

"Hire Period" means the period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events (i) you return the Equipment to our possession; or (ii) we repossess or collect the Equipment;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

"Order" means the purchase order containing the details of the Contract;

"Services" means the services and/or work (if any) to be performed by us for you whether in conjunction with the hire of Equipment (including any delivery and/or collection service for the Equipment) or otherwise;

"we/us/our" means the A&A Recycling Services company detailed in the Order and will include its employees, servants, agents and/or duly authorised representatives;

"you" means the person, firm, company or other organisation hiring the Equipment.

2. BASIS OF CONTRACT

2.1 The conditions do not affect any of your statutory rights where you are a person dealing as consumer, not for business purposes. Any section which would otherwise exclude or restrict your rights as a consumer will, to that extent have no force or effect. PLEASE ALSO SEE SECTION 14.

2.2 These conditions shall be incorporated in all Contracts and shall be the sole conditions under which the hire of Equipment and provision of the Services takes place. All other terms, conditions and other representations are excluded from the Contracts between you and us including any terms and conditions which you may purport to apply under any Contract and these terms and conditions shall prevail.

2.3 Our employees or agents are not authorised to make any representations concerning the Equipment unless confirmed in writing and any advice or recommendation given by us to you as to the storage, application or use of the Equipment which is not confirmed in writing is followed or acted upon entirely at your own risk.

2.4 We reserve the right to provide Equipment similar or comparable to that ordered by you.

2.5 The Contract shall become binding when we have acknowledged the order to you either verbally or in writing as appropriate. These conditions shall be applicable to all repeat orders made by you unless we notify you otherwise.

2.6 The Equipment is hired subject to it being available for hire at the time you request it. We will not be liable for any loss suffered by you as a result of the Equipment being unavailable for hire.

2.7 You shall obtain and comply with all permissions, consents and licences required for the Equipment under any statute, regulation or by-law.

3. PAYMENT

3.1 The amount of any Deposit and Charges are detailed in the Order and are based on our current price list from time to time.

3.2 Where a Deposit is required for the Equipment it must be paid before you hire the Equipment.

3.3 You shall pay the Charges from the date specified in the Order and will continue paying the Charges during the Hire Period until (i) we have given you a collection or off-hire number; and (ii) you have returned the Equipment to us or we have collected the Equipment within a reasonable period after the issue of the off-hire number, being not more than 3 working days, and the Equipment is in a clean and serviceable condition and we have given you a receipt. All time during the Hire Period is chargeable and the Charges may be payable on Saturdays, Sundays and Bank Holidays (as appropriate).

3.4 If we are unable to collect the Equipment for any reason whatsoever after an off-hire number has been issued, we will provide an amendment form to be signed by you to extend the Contract and the Charges shall continue to be payable in accordance with the Contract. Any signature provided by your employees, agents, or representatives shall be deemed to be an authorised signature for and on your behalf for the purpose of the Contract.

3.5 Payment of any Charges or any other sums due under this Contract shall be made in full and cleared funds by the end of the following month from the month in the date of the invoice.

3.6 All Charges are, unless otherwise stated, exclusive of any applicable VAT.

3.7 Prompt payment under a Contract shall be of the essence. Payment shall not be deemed to be made until we have received cleared funds in respect of the full amount outstanding.

3.8 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend further Services to you or any of your Associated Companies.

3.9 You shall pay all sums due to us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.10 We may set a reasonable credit limit for you. We reserve the right to terminate or suspend the Contract for hire of the Equipment if allowing it to continue would result in you exceeding your credit limit or you

4. RISK, OWNERSHIP AND INSURANCE

4.1 Risk in the Equipment will pass to you immediately when the Equipment leaves our physical possession or control.

4.2 Risk in the Equipment will not pass back to us from you until the Equipment is returned to our physical possession.

4.3 Ownership of the Equipment remains with us at all times. You have no right, title or interest in the Equipment except that it is hired to you.

4.4 You must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

4.5 If you are a cash customer then Gold Shield which is detailed in Section 4.6.3 above will be automatically charged to your Order and will apply subject to Section 4.8 below.

5. DELIVERY, COLLECTION AND SERVICES

5.1 You will allow and/or procure sufficient access to and from the relevant site and procure sufficient loading space and facilities for our employees, sub-contractors and/or agents to allow them to carry out the Services. You will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

5.2 You shall provide suitable access route for delivery and collection of the Equipment with unrestricted entry and approach.

6. CARE OF EQUIPMENT

6.1 You shall:

6.1.1 not deface or remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them;

6.1.2 take reasonable care of the Equipment and keep them properly maintained and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to you and any applicable law or regulations;

6.1.3 notify us immediately and in any event within 24 hours after any breakdown, loss and/or damage to the Equipment or of any accident resulting in death, personal injury or damage to property; 6.1.4 take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;

6.1.5 notify us of any change of your address and upon our request provide details of the location of the Equipment;

6.1.6 permit us at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated;

6.1.7 keep the Equipment at all times in your possession and control and not to remove the Equipment from the United Kingdom without our prior written consent; 6.1.8 not continue to use Equipment where it has been damaged;

6.2 You must return the Equipment in good working order and condition.

7. LOSS OR DAMAGE TO THE HIRED GOODS

7.1 If the Equipment is returned in damaged, unclean and/or defective state (except where due to fair wear and tear and/ or an inherent fault in the Equipment) you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire. 8.2 You will pay to us the replacement cost of any Equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during the Hire Period. Again, your liability to us may be reduced if you have purchased Speedy Shield as outlined in Sections 4.6 to 4.8.

7.2 You will pay to us our costs which we may incur in tracking or recovering any lost or stolen Equipment.

7.3 You shall pay the Charges for the Equipment up to and including the date you notify us that the Equipment has been lost, stolen and/or damaged beyond economic repair. From that date until we have replaced such Equipment (or retrieved any lost or stolen Equipment), you shall pay, as a genuine pre-estimate of lost Charges profit, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Equipment for that period. We shall use our reasonable commercial endeavours to purchase replacements for such Equipment as quickly as possible using the monies paid under Section 7.2.

7.4 You agree that where you are in breach of Section 6.1.5 or Section 6.1.7, we shall be entitled to treat the Equipment as lost and the provisions of this Section 7 shall apply.

8. TERMINATION BY NOTICE

- 8.1 If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither party shall be entitled to terminate the Contract before the expiry of that fixed period unless by agreement.
- 8.2 If the Hire Period does not have a fixed duration either party may terminate the Contract upon giving to the other party any agreed period of notice.

9. DEFAULT

- 9.1 If you:
- 9.1.1 fail to make any payment to us when due; or
- 9.1.2 breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; 9.1.3 persistently breach the terms of the Contract;
- 9.1.4 provide incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
- 9.1.5 attempt to pledge, charge or create any form of security over any Equipment;
- 9.1.6 cease or threaten to cease to carry on business;
- 9.1.7 being an individual or partnership, have a bankruptcy petition presented against you or compound with or come to an arrangement with your creditors, enter into an individual voluntary arrangement or suffer any similar action in any jurisdiction;
- 9.1.8 being a company, enter into voluntary or compulsory liquidation, have an administrator or administrative receiver appointed over all or any of your assets, or compound with or come to an arrangement with your creditors or enter into a company voluntary arrangement, any attachment order is made against you, any distress, execution or other legal process is levied on any of your property or you suffer any similar action in any jurisdiction;
- 9.1.9 have circumstances in which we reasonably believe that any of the events mentioned in Sections 10.1.7 or 10.1.8 above is about to occur and we notify you of this belief;
- 9.1.10 appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Contract;
- 9.1.11 appear reasonably to us to be about to suffer any of the above events; then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Section 9.2 below.
- 9.2 If any of the events set out in Section 10.1 above occurs in relation to you then:-
- 9.2.1 we may enter, without prior notice, any of your premises (or premises of third parties with their consent) where the Equipment and/or Products may be and repossess any Equipment and/or Products;
- 9.2.2 we may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract between you (or any of your Associated Companies) and us (or any of our Associated Companies);
- 9.2.3 we may immediately cancel, terminate and/or suspend without Liability to you the Contract and/or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies); 9.2.4 any credit period in relation to payment of the Charges shall be accelerated and all sums, all monies owed by you (or any of your Associated Companies) to us (or any of our Associated Companies) under this Contract or any other Contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) shall immediately become due and payable.
- 9.3 Any repossession of the Equipment shall not affect our right to recover from you (or any of your Associated Companies) any monies due under the Contract or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) and/or any damages in respect of any breach which occurred prior to repossession of the Equipment and/or Products.
- 9.4 Upon termination of the Contract you shall immediately:
- 9.4.1 Make the Equipment available for us to collect; and
- 9.4.2 Pay to us (or any of our Associated Companies), in full and cleared funds, all outstanding Charges and/or any other sums payable under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies).

10. LIMITATION OF LIABILITY

- 10.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 10.2 If we are found to be liable in respect of any loss or damage to your property the extent of our Liability will be limited to the retail cost of replacement of the damaged property.
- 10.3 Any defective Equipment must be returned to us at your expense for inspection before we have any Liability for defective Equipment.
- 10.4 We shall have no Liability to you if any Charges or monies due in respect of the Equipment or the Services have not been paid in full and cleared funds by the due date for payment.
- 10.5 We shall have no Liability resulting from or contributed to by your continued use of defective Equipment after a defect has become apparent or suspected or should reasonably have become apparent to you.
- 10.6 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 10.7 We shall have no Liability to you for any:-
- 10.7.1 losses whether arising from breach of contract, tort (including but not limited to negligence), or otherwise, and whether flowing naturally and directly from such breach, negligence or other cause, or not, for: (a) loss of revenue,
- (b) loss of profit,
- (c) loss of anticipated saving,
- (d) loss of goodwill; or
- (e) loss of reputation;
- 10.7.2 economic and/or other similar losses;
- 10.7.3 special damages, indirect losses and/or consequential losses; and/or
- 10.7.4 business interruption, loss of business, contracts and/or opportunity.
- 10.8 Our total Liability to you under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Charges or the sum of £1,000, whichever is the higher, under that Contract. To the extent that any of our Liability to you would be met by our insurance then our Liability shall be extended to the extent that such Liability is met by such insurance.
9. Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of: 10.9.1 Liability for breach of contract;
- 9.2 Liability in tort (including negligence); and
- 9.3 Liability for breach of statutory and/or common law duty; except Section 11.8 above which shall apply only once in respect of all the types of Liability under this Section 11.9.
- 10.10 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

11. GENERAL

- 11.1 Upon termination of the Contract the provisions of Sections 3.3, 3.8, 3.9, 7.1, 7.2, 7.3 and Section 6 shall continue in full force and effect.
- 11.2 The hiring of each piece of Equipment in the relevant Hire Period shall form a distinct Contract which shall be separate to any other Contract relating to other Equipment.
- 11.3 You shall be liable for the acts and/or omissions of your employees, agents, servants and/or subcontractors as though they were your own acts and/or omissions under this Contract.
- 11.4 You shall be responsible for compliance with all relevant legislation and regulations issued by Government or local authorities, including (but not limited to) regulations under the Factories Acts, Health and Safety at Work Act.
- 11.5 You agree to indemnify and keep indemnified us against any Liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty and/or any claim from a third party for injury to person or property arising from your use or storage of the Equipment.
- 11.6 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 11.7 If any provision of the Contract is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 11.8 We shall have no Liability to you for any delay and/or non-performance of a Contract to the extent that such delay is due to Force Majeure. If we are affected by Force Majeure then time for performance of our obligations under the Contract shall be extended for a period equal to the period of the delayed performance.
- 11.9 These terms and conditions supersede and replace all prior terms and conditions, communications, representations, warranties, stipulations, undertakings, and agreements whether oral or written between the parties.
- 11.10 All third party rights are excluded and no third parties shall have any rights to enforce the Contract.
- 11.11 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any matter or dispute arising out of or in connection with it (whether of a contractual or tortious nature or otherwise).
- 11.12 We have the right to vary the Contract, by giving you 7 days written notice of such variation.
- 11.13 You shall not, and shall procure that your directors, employees, agents, representatives, contractors or subcontractors shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010. You shall have in place adequate procedures designed to prevent any person working for or engaged by you or any other third party in any way connected to the Contract, from committing offences of corruption or bribery. Breach of this Section 11.13 shall entitle us to terminate with immediate effect.

13. CONSUMER CREDIT ACT

- 13.1 Hires to individuals or partnerships of 3 individuals or less (or other unincorporated body of individuals) shall not be for a period in excess of 3 months. You shall return the Equipment to us on or before the last day of such three month period.
- 13.2 If you are an individual or a partnership of 3 individuals or less (or other unincorporated body of individuals) and we (in exceptional circumstances) agree to a contract in excess of 3 months then the Contract will be subject to The Consumer Credit Act 1974. Sections 13.3, 13.4, 13.5 and 13.6 will only apply in the circumstances listed in this section 13.2.
- 13.3 IMPORTANT YOU SHOULD READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS. The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order.
- 13.4 For further information about your statutory rights under the Consumer Credit Act 1974 and other legislation, contact your local authority Trading Standards Department or Citizens Advice Bureau.
- 13.5 MISSING PAYMENTS – Missing payments could have severe consequences and may make obtaining credit more difficult.
- 13.6 If you have a complaint please contact us and we will supply you with a copy of our complaints handling procedure. Once you have issued a formal complaint in line with the procedure, we will respond as soon as possible and in any event within eight weeks of receiving your complaint. If you are dissatisfied with our response you may refer your complaint to the Financial Ombudsman Service within six months of the date of our final response.

14. TERMS APPLYING TO CONSUMERS ONLY

14.1 PLEASE NOTE THAT THIS SECTION ONLY APPLIES WHEN YOU ARE ENTERING THE CONTRACT AS A CONSUMER.

14.2 Where you are acting as a consumer under the Unfair Contract Terms Act 1977 (you enter into the Contract not in the course of business), the following provisions in the Contract may, subject to determination by the Courts, have no force or effect:

14.2.1 Section 2.3 (employees' representatives);

14.2.2 Section 3.8 (payment of interest on late payment);

14.2.3 Section 3.9 (no right of set-off);

14.2.4 Section 5.6 (payment for delayed performance as a result of your non-compliance with the Contract); 14.2.5 Section 6.3 (suitability of Equipment);

14.2.6 Section 10.2.1 (right of entry and seizure of Equipment). This Section 13.4.6 will also apply to consumers under the Consumer Credit Act 1974;

14.2.7 Section 11 (Limitations of Liability) subject to Section 11.10 continuing to apply; 14.2.8 Section 12.5 (indemnity); and

14.2.9 Section 12.11 (jurisdiction).

14.3 Should any defect occur in the Equipment and/or Products, other than one for which you were responsible, we will at our option either, replace or repair the Equipment and/or Products (at no charge to you) as soon as is reasonably practicable. We shall not replace, repair or service any Equipment and/or Products until any outstanding Charges have been paid in full and cleared funds.