

CREDIT ACCOUNT APPLICATION

(Please complete in BLOCK capitals)

Limited or Plc. Companies	Company Name			Registered Address (if different from trading)		
	Trading Address					
	Town			Town		
	County		Postcode	County		Postcode
	Tel. No.		Fax No.	Tel. No.		Fax No.
	Email Address			Email Address		
	Comp. Reg. No.		VAT No.	Parent Company Name (If Applicable)		
	Period Established		Years	Months		
No. of Employees						

Non Limited/Sole Trader/Partnership	Company Name			(1) Proprietor Full Name		
	Trading Address			Home Address		
	Town			Town		
	County		Postcode	County		Tel. No.
	Tel. No.		Fax No.	Mob. No.		Date of Birth
	Email Address			(2) Proprietor Full Name (If Applicable)		
	VAT No.			Home Address		
	Period Established		Years	Months		County
	No. of Employees			Postcode		Tel. No.
				Mob. No.		Date of Birth

Bank Details	Name		Tel. No.		Fax No.	
	Branch Address					
	Town		Account No.			
	County		Postcode		Sort Code	

Trade Ref. 1	Name		Tel. No.		Fax No.	
	Address					
	Town		Credit Limit		£	
	County		Postcode		Credit Terms Days	

Trade Ref. 2	Name		Tel. No.		Fax No.	
	Address					
	Town		Credit Limit		£	
	County		Postcode		Credit Terms Days	

Accounts Contact Details	Do you have a 'Hired In Plant' insurance policy to cover the hire of small tools and plant?			YES/NO (Please provide copy)		
	Is a Purchase Order No. required for each and every sale?			YES/NO		
	Monthly Credit required? £					
	Accounts Payable Contact			Tel. No.		
	Accounts Email Address					
	How would you like to receive your invoices? EMAIL / POST		Email Address (If Applicable)			
	Do you require a Monthly Statement?			YES/NO		

<p>On behalf of the Credit Applicant we hereby agree to settle all invoices with innovate IE Ltd t/a innovate NI Standard Trading Terms of 30 days from invoice. Unless otherwise agreed in writing, innovate IE Ltd Standard Terms & Conditions of Sale shall supersede the Credit Applicant's Terms of Payment. innovate IE Ltd t/a innovate NI reserve the right to make credit checks in relation to this account as and when required. This Credit Account is subject to status. I/We declare that all information above is correct and I/We have read and agree to innovate IE Ltd Standard Terms & Conditions on the front and reverse of this form.</p> <p>We would like to keep you informed of new Products, Solutions and packages the company has to offer, which may be of interest to you.</p> <p>If you would NOT like us to inform you, please tick this box. <input type="checkbox"/></p>	Authorised Company Signature	
	Please Print Name	
	Position Held	Date / /
	Fax No. 028 7965 9120	
	Accounts@innovateNI.co.uk	

Please return the completed form to our Accounts Department by Email
Your Company Letter head MUST be attached to this form.

1. DEFINITIONS

- (a) The “**Contract**” is the Contract between the Owner and the Hirer/Purchaser for the hire of Plant/Sale of Goods, which incorporates the Offer and is governed by these conditions.
- (b) The “**Hire/Loan 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. For the avoidance of doubt the Hire/Loan Period includes the time Plant is left on site during a Holiday Period.
- (c) The “**Hirer**” or “**Purchaser**” is the Company, firm, person, Corporation or public authority taking the Owner’s Plant on hire or buying the Owners Goods/Services, this includes their successors or personal representatives.
- (d) “**Holiday Period**” covers any cessation of work over Easter, Christmas and the New Year; as well as any other Bank or Public holidays.
- (e) “**Offer**” is the Owner’s offer to hire the Plant to the Hirer which will include details of the Plant to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract
- (f) The “**Owner**” is the Company, firm or person letting the Plant on hire and includes their successors, assignees or personal representatives.
- (g) “**Plant**” covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, and any ancillary items, vehicles or equipment therefor, which the Owner agrees to hire to the Hirer, or anything which is supplied by the Owner to effect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant.
- (h) A “**Working Day**” shall be from 8.30 am to 5.30 pm, Monday to Thursday, and 8.30am to 4.30pm, on Friday allowing a half-hour lunch break each day, unless otherwise specified in the Contract.
- (i) A “**Working Week**” covers the period from 8.30 am on Monday to 4.30 pm on Friday, unless otherwise specified in the Contract.
- (j) “**Goods**” covers all items offered for sale by the Owner. All equipment along with required accessories to function and consumables shall be deemed as goods.

2. EXTENT OF CONTRACT

No terms, conditions or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer/Purchaser in relation to the hire/Purchase of any particular Plant/Goods pursuant to the Offer. This excludes all other terms or conditions which the Hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and the Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract, except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

- (a) Unless notification in writing/email to the contrary is received by the Owner from the Hirer within 48hours, the Plant shall be deemed to be in good order, safe from either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirer’s satisfaction, provided that where the Plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of the Plant.
- The Hirer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturers rated capacity and in accordance with the manufacturers and / or the Owner’s recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).
- (b) The Hirer/Purchaser shall at all times when hiring Plant take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If such Plant is continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense or accidents whether directly or indirectly arising therefrom.
- (c) Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner, if requested by the Hirer, and returned on completion of the Hire Period.

4. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, his agents or his insurers to have access to the Plant to inspect, test, adjust, repair or replace the same. So far as reasonably practicable the Hirer shall allow such access during the Working Day.

5. HANDLING OF PLANT

- a) When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and such person 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 without prejudice to any of the provisions of clause 10) and the Hirer shall be solely responsible for all claims arising in connection with the operation of the Plant by the said drivers / operators / persons.
- (b) Such drivers or operators or persons shall not operate any other plant or machinery or undertake work other than that for which they are supplied by the Owner unless previously agreed in writing between the Owner and the Hirer.

6. BREAKDOWN, REPAIRS AND ADJUSTMENT

- (a) Any breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner, and confirmed in writing/email. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Owner.
- (b) Full allowance for the hire charges set out in the Offer will be made to the Hirer for any stoppage due to breakdown of the 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 repair, modify or alter the Plant without the prior written permission of the Owner.
- (d) The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer’s negligence, misdirection or misuse of the Plant, whether by the Hirer or his servants, and for the payment of hire at half the contracted rate, during the period the Plant is necessarily idle due to such breakdown, unsatisfactory working or damage. The Hirer is responsible for the cost of spares and / or repairs due to theft, loss or vandalism of the Plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the Plant involved in breakdown from all other causes.

7. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under “Breakdown” (clause 4) as herein provided), for stoppages through causes outside the Owner’s control, including but not limited to bad weather and / or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from a hazardous environment. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of all plant recovery.

8. LOSS OF OTHER PLANT DUE TO BREAKDOWN

Each item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

9. LIMITATION OF LIABILITY

- Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses):
- (a) The Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond his reasonable control;
- (b) The Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hirer’s loss of profit, loss of use of the Plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and / or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
- (c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer’s sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.
- (d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Owner’s liability for claims of death or personal injury caused by the Owner’s negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

10. HIRER’S RESPONSIBILITY FOR LOSS AND DAMAGE

- (a) For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 3, 5 and 6 of these conditions.
- (b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage to the Plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in clause 6 herein, and shall also fully and completely indemnify the Owner and any personnel supplied by the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, hire charges shall be continued at contract rates until the settlement has been agreed. Payment of the settlement (NEW for OLD) must be made within **14 calendar days** of the date of the agreement or contract rate charges can be reinstated from the date of that agreement. Should contract rate charges be re-instated, the agreed settlement figure remains payable in full.
- (c) Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury:
 - (i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise arranged by the Owner,
 - (ii) during the erection and / or dismantling of any Plant where such Plant requires to be completely erected / dismantled on site, provided always that such erection / dismantling is under the exclusive control of the Owner or his agent,
 - (iii) after the Plant has been removed from the site and is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner,

11. NOTICE OF ACCIDENTS

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing/email to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner’s prior written permission.

12. RE-HIRING ETC. AND OWNERSHIP

Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Owner. Ownership of all equipment on hire remains with the Owner at all times.

13. RETURN OF PLANT FOR REPAIRS

- If during the Hire Period the Owner decides that urgent repairs to the Plant are necessary then he may arrange for such repairs to be carried out on site or at any location of his nomination. In the event that urgent repairs to the Plant are necessary the Owner shall be obliged to replace the Plant with similar Plant if available, the Owner (but without prejudice to any of the provisions of clauses 6 and / or 10) paying all transport charges involved. In the event of the Owner being unable to replace the Plant he shall be entitled to terminate the Contract forthwith (but without prejudice to any of the provisions of clauses 6 and / or 10) by giving written notice to the Hirer. If such termination occurs:
 - (a) within three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 6 and / or 10) shall pay all transport charges involved, or,
 - (b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 6 and / or 10) shall be liable only for the cost of reloading and return transport.

19. PLANT HIRED ON A DAILY BASIS

The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No hire charge shall be made for Saturday and / or Sunday unless the Plant is actually worked.

20. PLANT HIRED BY THE WEEK OR MONTH

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest Working Day.

23. COMMENCEMENT AND TERMINATION OF CONTRACT (TRANSPORT OF PLANT)

- (a) The 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 but an allowance shall be made of not more than one day’s hire charge each way for travelling time. If the Plant is used on the day of travelling, full hire rates shall be paid for the period of use on that day. If more than one day is properly and unavoidably occupied in transporting the Plant, a hire charge at half the contract rate shall be payable for such extra time, provided that where Plant is hired for a total period of less than one Working Week, the full hire rate shall be paid from the date of despatch to the date of return to the Owner’s named depot or other agreed location.
- (b) If the Plant is not made available for collection as agreed between the parties, such Plant shall be deemed with immediate effect to be placed back on hire. The Hirer shall be responsible for the safekeeping of the Plant in accordance with clause 13, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant.

17. HIRER’S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT

- a) Where the Hire Period is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by seven days’ notice in writing given by either party to the other except in cases where the Plant has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 days’ notice of termination, the Hirer’s obligations under clause 10 shall continue until the Plant is returned to the Owner in accordance with clause 20 or until the Owner has collected the Plant within the 7 days following the acceptance of short notice. Oral notice given by the Hirer to the Owner’s driver or operator shall not be deemed to constitute compliance with the provisions of this clause.
- b) Without prejudice to clause 17(a), should the Hirer fail to make the Plant available for collection by the Owner before the end of the 7 day notice, the Hirer’s obligations under clause 10 shall continue for a further 3 days or until such time as the Plant is made available for collection and the Owner has collected the Plant. For the avoidance of doubt, where the Hirer gives a notice pursuant to clause 17(a) but subsequently and with the consent of the Owner, withdraws such notice, the obligations of clause 10 shall continue to apply and the requirements of clause 17 will apply to any later termination of the Contract.
- c) If the Hirer terminates the Contract before the Hire Period commences, then the Hirer is liable for all reasonable costs and charges incurred by the Owner or to which the Owner is committed at the time of termination.

18. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO OPERATORS OF PLANT

All chargeable items shall be paid by the Hirer/Purchaser at the rates set out in the Contract save that any subsequent increases before and / or during the Hire Period arising from awards under any wage agreements and / or from increases in the Owner’s statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

19. OWNER’S NAME PLATES

The Hirer/Purchaser shall not remove, deface or cover up the Owner’s name plate or mark on the Plant indicating that it is his property, without the prior written permission of the Owner.

20. TRANSPORT

The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the Plant from the Owner’s depot or other agreed location to the site and return to the Owner’s named depot or other agreed location on completion of the Hire Period.

21. GOVERNMENT REGULATIONS

- a) The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health and Safety at Work, etc. Act 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 if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner.
- b) The Hirer shall indemnify the Owner against any charges or fines that the Owner may become liable for as a result of the operation of the Plant during the Hire Period.

22. PROTECTION OF OWNER’S RIGHTS

- (a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under clause 12 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.
- (b) The Owner may terminate the Contract forthwith by written notice to the Hirer if one or more of the following events occur:
 - (i) The Hirer defaults in punctual payment of any sum due to the Owner for hire of Plant or other charges payable pursuant to these conditions;
 - (ii) The Hirer fails to observe and perform the terms and conditions of the Contract;
 - (iii) The Hirer suffers, or the Owner reasonably believes that the Hirer shall suffer, any distress or execution to be levied against him;
 - (iv) The Hirer makes or proposes to make any arrangement with his creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or
 - (v) The Hirer does or causes to be done or permit or suffer any act or thing whereby the Owner’s rights in the Plant may be prejudiced or put into jeopardy.

- (c) In the event of termination under sub-paragraph (b) above:
 - (i) The Hirer must give the Owner or his agents, immediate unobstructed access to recover the Plant (ii) The Owner shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 20.
 - (d) The rights under sub-paragraph (b) and (c) above:
 - (i) May be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature.
 - (ii) Shall not affect the Owner’s right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.
- (e) If the Hirer does not make payment of a sum by the final date on which payment is due to be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend may not be exercised without first giving to the Hirer at least 2 days’ notice in writing of the Owner’s intention to suspend performance, stating the ground or grounds on which the Owner intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

23. LATE PAYMENTS

The Owner reserves the right to charge the Hirer/Purchaser for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

24. SEVERABILITY

If any of these clauses are held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.

25. OWNERSHIP OF GOODS

All goods purchased by the Purchaser but not paid in full by the agreed date outlined on the invoice will remain the property of the Owner until all debts are settled (including transport costs). Part payments on goods does not give the Purchaser the ownership of the goods. The Purchaser will ONLY gain ownership once all goods are paid in full. The Purchaser shall at all times allow the Owner or his agents access to the goods for collection should the goods not be paid in full by the agreed date. The Owner must notify the Purchaser of such collection being made. Notice must be made in writing/email 2 days in advance of such collection. For the avoidance of doubt, the Purchaser shall be responsible for the cost and expenses of all goods recovery. If goods remain the Owners due to unsettled amounts the Owner shall not be responsible for any loss, damage or injury caused during this time of which goods are held in the Purchaser possession. All damage, wear by usage and any devaluing additions to the unpaid goods will remain a cost to the Purchaser should the goods be recovered.

26. CREDIT

For Account Customers ONLY a credit limit of **30 Days** will apply unless otherwise agreed in writing by the Owner or his agents. Non-Account Customers shall pay all goods in full before receiving goods. Interest may be charged on outstanding debts as outlined under clause 12.