



### APPLICATION TO OPEN A CREDIT ACCOUNT

Please fill in the details requested below using BLOCK CAPITALS.

|                            |                     |
|----------------------------|---------------------|
| Full Company Trading Name: | Tel. No:            |
| Trading Address:           | Fax No:             |
|                            | Contact No:         |
| Post Code:                 | E-mail:<br>Website: |

If a Limited Company please give registered office address

|  |                          |
|--|--------------------------|
|  | Company Registration No: |
|  | Nature/Type of business: |

If not a Limited Company, please give full Christian & surname & private addresses of the Proprietor/Partners and date of birth. (If you have been at your current address less than 3 years please state previous addresses).

|           |           |           |
|-----------|-----------|-----------|
| 1.        | 2.        | 3.        |
|           |           |           |
| Post Code | Post Code | Post Code |

**This section must be completed on all applications.**

|                                     |  |  |  |
|-------------------------------------|--|--|--|
| Amount of credit required           |  |  |  |
| Do you issue Company Order Numbers? |  |  |  |

**Trade Reference 1:**

**Trade Reference 2:**

|          |          |
|----------|----------|
| Name:    | Name:    |
| Address: | Address: |
|          |          |
| Tel. No: | Tel No:  |
| Fax No:  | FaxNo:   |

**\*Bankers Details:**

|            |              |
|------------|--------------|
| Bank Name: | Bank A/C No: |
| Address:   | Sort Code:   |
|            |              |
| Post Code: |              |

\* SafeStand® reserve the right to check bank details with your banker.

**I/We Agree that SafeStand Ltd Invoices are to be Paid 28 days from the date of the invoice. Please Tick**

I/We apply for a credit account and give you permission to contact the references submitted.

I/We agree that all transactions will be conducted in accordance with your Conditions of Hire and Sale which

I/We have read and understood.

Name..... Auth. Signature.....

(BLOCK CAPITALS)

Date..... Position.....

We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses.

We may also make enquiries about the principal directors with a credit reference agency.

## 1. GENERAL

### (a) Definitions

This Contract is for the hire of items and accessories ("the Equipment") and the parties to the Contract are:

1. The "Hirer" and, where the Hirer is not an individual acting in person, the Company, Firm, Public Authority or Corporation which shall include their successors or personal representatives.
  2. SafeStand Limited (Registered No. 5060625) with registered offices at 53A Mount Pleasant Road, Brondesbury, London NW10 3EH ("SafeStand").
- Any condition deemed invalid will not affect other conditions. Nothing in this contract is intended to limit a consumer's existing legal rights.

### (b) Extent of Contract and Cancellation

This Contract is not assignable and is effective on the terms and conditions herein to the exclusion of all others, when SafeStand accepts the Hirer's detailed order. SafeStand reserves the right to charge for cancellation.

### (c) Termination

1. SafeStand may terminate this Contract and repossess the Equipment without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach of this Contract or is involved in insolvency or liquidation proceedings as set out in Clause 1(d) below.
2. If this Contract has a fixed period and subject to Clause 1 (d) neither the Hirer nor SafeStand may terminate the Contract before the expiry of that fixed period unless the parties agree in writing.
3. If this Contract does not have a fixed period either the Hirer or SafeStand may terminate this Contract upon giving the other any agreed period of notice in writing.
4. If no period of notice has been agreed the Hirer may terminate this Contract by 7 days' written notice to SafeStand and the physical return of the Equipment as well as paying to SafeStand all sums then owing hereunder. SafeStand may terminate this Contract by giving not less than 7 days' notice in writing to the Hirer.

### (d) Default

1. If the Hirer:
  - 1.1 fails to make any payment to SafeStand when due without just cause.
  - 1.2 breaches a term or condition of this Contract and where the breach is capable of remedy has not remedied the breach within 14 days of receiving notice from SafeStand requiring the breach to be remedied.
  - 1.3 persistently breaches the terms of this Contract.
  - 1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with this Contract.
  - 1.5 pledges, charges or creates any form of security over any equipment or ceases or threatens to cease to carry on business or purposes to compounds with its creditors or applies for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process or levied on the Hirer's property, has a bankruptcy petition presented against the Hirer or takes or suffers any similar action in any jurisdiction.
  - 1.6 being a company enters into voluntary or compulsory liquidation has a receiver, administrator or administrative receiver appointed over all of any of its assets, any attachment order is made against the Hirer, or distress execution or other legal process is levied on any of the Hirer's property or the Hirer takes or suffers any similar action in any jurisdiction.
  - 1.7 appears reasonably to be about the suffer any of the above events; then SafeStand shall have the right without prejudice to any other remedies to exercise all or any of the rights set out in Sub-Clause 2 of this Clause (d) below.
2. If any of the events set out in Clause (d) 1 above occurs in relation to the Hirer then:
  - 2.1 except where the Hirer is acting as a consumer, SafeStand may enter without notice any of the Hirer's premises (or premises of third parties with their consent) where the Equipment may be and repossess the Equipment
  - 2.2 SafeStand may immediately cancel, terminate and/or suspend without liability to the Hirer this Contract and/or any other contract with the Hirer and/or
  - 2.3 all monies owed by the Hirer to SafeStand shall immediately become due and payable
  - 2.4 any repossession of any of the Equipment shall not affect SafeStand's right to recovery from the Hirer of any monies due hereunder and/or any damages in respect of any breach which occurred prior to repossession or the Equipment
  - 2.5 upon termination of this Contract the Hirer shall immediately:
    - 2.5.1 return the Equipment to SafeStand or make the Equipment available for collection as requested by SafeStand; and
    - 2.5.2 pay to SafeStand all arrears for rent, charges for any services and/or any other sums payable hereunder

### (e) Ownership of the Equipment and Goods

The Equipment hired remains the property of SafeStand at all times.

### (f) Hirer's Liability, Waiver, 3<sup>rd</sup> Party Rights and Law

- 1.1 The Hirer shall be liable for the acts and/or omissions of its employees, agents and/or sub-contractors as if they were the acts and/or omissions of the Hirer hereunder.
- 1.2 No waiver by SafeStand of any breach of this Contract shall be construed as a waiver of any subsequent breach of the same or any other provision. If any provision is held by any court of competent jurisdiction to be unenforceable in whole or in part the validity of the provisions and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 1.3 All third party rights are excluded hereunder and no third party shall have any rights under this Contract or to enforce this Contract
- 1.4 This Contract shall be governed and construed in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts in London with respect to any dispute or claim hereunder.

## 2. HIRE CHARGES

### (a) Basis of charging

The hire charges quoted [overleaf] are incorporated into and are applicable for the duration of this Contract and include Saturdays, Sundays and Public Holidays, and unless otherwise stated are exclusive of any applicable VAT which the Hirer shall also pay.

### (b) Transport charges

Delivery and collections including attempted calls are chargeable.

### (c) Time for payment and VAT

The Hirer shall pay all monies outstanding, including VAT, on demand (interest on amounts overdue is at Lloyds Bank base rate plus 4%) and is liable for reasonable legal charges incurred by SafeStand in the recovery of amounts due and/or the Equipment. The Hirer acknowledges and agrees that payment of all sums due on time are an essential condition of this Contract.

### (d) No set-off or deductions

The Hirer shall pay all sums due to SafeStand without any set-off deduction counterclaim and/or any withholding of any sums whatsoever.

### (e) Advance payments

Payments in advance are set by SafeStand at amounts reasonably required and will be offset against any monies due. Advance payment balances are refunded upon return to SafeStand of the Equipment in good condition. Balances of advance payments made will be refunded by cheque issued within 7 business days.

### (f) Credit and debit card transactions

Where the Hirer has provided credit or debit card details for payment when the cardholder is not present, with a subsequent payment shortfall, the Hirer hereby authorises SafeStand to, and SafeStand may, using said details, process further payments due. Part payment by credit or debit card may also be processed by SafeStand at interim stages of the Contract.

### (g) Loss of the Equipment, cleaning and damage repair

SafeStand may treat the Equipment unavailable for inspection after reasonable notice as lost and levy a penalty charge against the Hirer for the Equipment replacement and revenue loss. The Hirer shall pay for required cleaning, breakages, damage repair and/or Equipment loss. Hire charges accrue until full settlement is made.

## 3. HIRER'S RESPONSIBILITIES

### (a) Ownership of the Equipment

The Hirer shall not at any time deal with the ownership of the Equipment which shall include but not be limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, disposing of or lending the Equipment.

### (b) Inspection and receipt of the Equipment

The Hirer shall sign a receipt to acknowledge at delivery/handover. Shortages must be agreed and noted on the Contract/delivery document. Equipment defects must be reported to SafeStand as soon as possible, and in any event no later than 2 business days after delivery or handover whichever is the later.

### (c) Delivery/collection of the Equipment

The Hirer shall be responsible for the unobstructed access to the site and unless otherwise agreed in advance in writing, for unloading and loading of the Equipment during delivery and collection. Any personnel supplied by SafeStand for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and loading of the Equipment be regarded as the employees or agents of the Hirer who alone shall be responsible for all costs arising in connection with the unloading and loading of the Equipment by or with the assistance of such personnel.

### (d) Security of the Equipment

The Hirer accepts responsibility for security of the Equipment until its collection by or return to SafeStand and undertakes not to sell or relinquish possession, alter, repair or modify it in any way.

### (e) Safe use of the Equipment and breakdown procedure

The Hirer is responsible for the safe and correct operation of the Equipment (conforming with relevant legislation and the SafeStand operating and safety instructions supplied) by persons not under the influence of alcohol or drugs and for its constant supervision within the range of children. The Hirer shall immediately notify SafeStand of any Equipment breakdown or shortcoming without attempt at repair. The Hirer shall ensure any non-SafeStand equipment used in conjunction with or attached to the Equipment also conforms to safety requirements.

### (f) Care of the Equipment

- The Hirer shall:
- 1.1 not remove any labels from and/or interfere with the Equipment and take reasonable care of the Equipment and only use it including proper set-up and proper dismantling for its specified purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Hirer by SafeStand.
  - 1.2 notify SafeStand of any changes to the Hirer's address and shall not without the prior written consent of SafeStand remove the Equipment from the site to which it was delivered or consigned.
  - 1.3 permit SafeStand at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated.
  - 1.4 keep the Equipment at all times in the Hirer's possession and control and not remove the Equipment from the United Kingdom without SafeStand's prior written consent.
  - 1.5 not continue to use the Equipment where it has been damaged and the Hirer shall notify SafeStand immediately if the Equipment is involved in an accident resulting in damage to the Equipment or other property and/or injury to any person.

### (g) Return or collection of the Equipment

The Hirer may arrange for the return or collection of the Equipment with any SafeStand outlet during normal business hours and when the Equipment has been returned or collected SafeStand shall issue a return note. The Hirer shall be and remain liable for on-going hire charges until such return note has been issued. When the Hirer requests collection of the Equipment, SafeStand will issue a "collection reference number" in acknowledgement, the Hirer remaining responsible for the Equipment until actual collection.

### (h) Lost or stolen Equipment

The Hirer agrees to and shall insure the Equipment on a full replacement basis against the risks of loss and theft and on demand to pay SafeStand any insurance claim proceeds. This liability is without prejudice to any other SafeStand rights under the Contract. Replacement equipment purchased with insurance claim proceeds shall be the property of SafeStand.

## 4. SAFESTAND'S RESPONSIBILITIES

### (a) Hire rates

SafeStand shall maintain the agreed hire rates for the duration of this Contract.

### (b) Safety and operating instructions

SafeStand shall provide appropriate written and/or practical instruction in the safe and correct operation of the Equipment.

### (c) Testing and inspection of the Equipment

SafeStand shall comprehensively test all the Equipment before commencement of hire. The Equipment will be inspected and tested where appropriate in accordance with relevant statutory requirements and if the Equipment needs to be recovered from the Hirer for such purposes, SafeStand shall use all reasonable efforts to substitute items of similar specification.

### (d) Delivery and collection

Following the Hirer's request, SafeStand shall endeavour to deliver the Equipment during the next business day, wherever possible. Collection of the Equipment shall wherever possible be made on the day after the expiry of any fixed period or notice period.

### (e) Returned Goods

SafeStand shall arrange an appropriate credit where the Hirer returns in unused condition Goods sold for use with the Equipment.

### (f) Limitation of liability

The Equipment is hired to the Hirer subject to it being available for hire at the time required by the Hirer. The liability of SafeStand for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of the Equipment, unsuitability, breakdown, stoppage or lawful repossession. Subject to the above SafeStand will be liable for negligence or error in the performance of its obligations under this Contract which directly causes loss to the Hirer.