

# Account Application Form



## CUSTOMER/COMPANY DETAILS

Company name
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Invoice address
Postcode

Company registration no.
Company VAT no.

Nature of business	
No. of years trading	
Business type	Ltd Plc Sole Trader Partnership
Other (please specify)	

Company landline no.
Fax no.
Website

Contact name (accounts payable)
Telephone
Fax no.
Email

Contact name (purchasing)
Telephone
Mobile no.
Fax no.
Email

If Sole Trade or Partnership supply partnership details below.  
(at least two partners must be named and prior address required if less than 3 years at current address)

Partner 1	
Invoice address	
Postcode	
Tel	Fax

Partner 2	
Invoice address	
Postcode	
Tel	Fax

Monthly credit required	£
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CREDIT TERMS: 30 DAYS FROM END OF THE MONTH

Do you stipulate order numbers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Do you have any special requirements?
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RCDO no. (Registered Dealer in Controlled Oils)
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## HOW DID YOU HEAR ABOUT US?

Sales rep. Internet Magazine/newspaper/trade journal Recommendation
Other please specify

## INSURANCE

Please tick one and complete the relevant section on the following page
<input type="checkbox"/> Current certificate of Hired In Plant Insurance enclosed (Insurance option 1 form must be completed by broker)
<input type="checkbox"/> Hire Association Hireguard insurance is required. (Insurance option 2 form must be completed. Cover at standard rates of 15% + 2.5% admin fee is included)
<input type="checkbox"/> Yours is a large company that underwrites all losses. (This requires an additional directors guarantee to be filled in and subject to a credit check)

## IDENTIFICATION REQUIRED

Please enclose copies of
<input type="checkbox"/> Company letterhead
<input type="checkbox"/> Recent utility bill (less than 6 months old)
<input type="checkbox"/> Company public &/or employers liability insurance

## DECLARATION

I/We the Applicants understand that Mainline (1982) Ltd hire under standard HAE (Hire Association Europe) model terms and conditions unless plant operators and tower cranes are hired, in which case CPA (Construction Plant-hire Association) terms are used, a copy of each are attached and agree to be bound by them. I/We agree that Mainline may make any credit enquiries necessary to support this application. I/We confirm that any equipment ordered may be signed for by our subcontractors or customers on our behalf.

Directors signature
Print name
Date

## OFFICE USE ONLY

Acc ref	Acc open.by	Date open.
Credit agency/refs	Credit limit set	£ ID rec <input type="checkbox"/>
Payment terms	30/60	Letter date Insurance HIP/HG
Authorised by	Sales rep	Contacts ABI

Mainline (1982) Ltd | Directors: K. I. Williams, C. V. Williams. | Company Reg. No: 2487343

George Holmes Way, Heathcote Road, Swadlincote, Derbyshire, DE11 9DF Tel: 01283 222044 Fax: 01283 554854  
Accounts Tel: 01283 554850 Fax: 01283 554858 info@mainline-hire.co.uk www.mainline-hire.co.uk

# Account Application Form



## INSURANCE OPTION 1 (Customer's Hired In Plant insurance is used)

<i>Please ensure that this form is completed and signed by either your broker or insurer</i>	
Policy number	Expiry date
Insurance company	
Address of insurer	
Insurer fax no.	
Does Public Liability policy include indemnity to hirer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the policy cover loss or damage to Hired In Plant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Limit of indemnity for Hired In Plant	
Excess in respect of Hired In Plant	
Is policy basis	<input type="checkbox"/> Re-instatement indemnity <input type="checkbox"/> Indemnity
Please advise of any special conditions of endorsement	
I/We confirm that Mainline (1982) Ltd will be notified if the policy is cancelled or amendments made to the above. Please ensure our interest in this policy has been noted and you are acting on our behalf.	
Signature of broker/insurer	
Date	
Name & address of broker/insurer	
Mainline reserve the right to make contact with your insurance to verify your insurance validity	
Customer signature	
Print name	
Position	
Date	

## INSURANCE OPTION 2 (HAE insurance services)

<i>Account customers approval process – HAE HireGuard insurance request instructions (new user)</i> <i>We are required to record and retain the following information</i>			
Date			
Full account name <i>(full name(s) of any sole trader or partnership members)</i>			
Principle contact name & position			
Holds Hired In Plant equipment insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If 'yes' name of insurer			
Limit of indemnity	£	Excess	£
Any losses/damage			<input type="checkbox"/> No (go to 1)
<i>(insured or not insured) to hired in plant equipment in last 3 years</i>			<input type="checkbox"/> Yes (go to 2)
1. Provide customer with details of HAE HireGuard summary cover & exclusions, status disclosure and certificate of insurance prior to the cover being purchased <i>(as per existing procedures)</i>			
I have read and understood: <i>(on following pages)</i>		<input type="checkbox"/> Customer Summary of Cover inc. Principal Exclusions <input type="checkbox"/> Status Disclosure <input type="checkbox"/> Complaints Procedure <input type="checkbox"/> Certificate of insurance	
Cover provided at standard rates of 15% + 2.5% admin fee			
2. Obtain details and submit to HAEIS. FAO Sandie: <a href="mailto:sholeness@haeinsuranceservices.com">sholeness@haeinsuranceservices.com</a> for approval and confirmation of terms and rates. No cover will be in force without prior formal approval or otherwise from HAEIS.			
Customer signature			
Print name			
Position			
Date			

## INSURANCE OPTION 3 (No Hired In Plant insurance, all losses are underwritten)

Directors guarantee	
We enclose a copy of our terms and conditions and draw your attention to section 8: Hirer's responsibility for loss, damage and cleaning.	
Plant on hire to you from Mainline (1982) Ltd is your responsibility and if stolen or damaged, you choose to underwrite losses that would normally be insured and agree to pay invoices for the same within 30 days of the invoice date	
Customer signature	
Print name	
Position	
Date	

**Mainline (1982) Ltd**  
**HireGuard - Customer Summary of Cover**



**PROPERTY HIRED OUT UNDER HIREGUARD INSURANCE IS COVERED FOR:**

- Physical Loss or damage at any situation in UK and Western Europe (or other geographical areas as agreed with insurers) including whilst in transit between such situations.
- A limit of liability up to £100,000 any one occurrence with no Single Article Limit.
- Full Replacement Value for all property up to 24 months old; property replaced to nearest higher specification when necessary; property more than 24 months covered on an indemnity basis.

**EXCESS (amount deducted from each agreed claim in respect of each occurrence)**

£1 - £500	-	<b>£25.00</b>
£501 - £1,000	-	<b>£50.00</b>
£1,001 - £2,000	-	<b>£75.00</b>
£2,001 - £2,500	-	<b>£100.00</b>
£2,501 - £5,000	-	<b>£250.00</b>
Over £5,000	-	<b>£500.00</b>

**PRINCIPAL EXCLUSIONS**

- ▶ Policy Excess
- ▶ Continuing hire charges and any loss which happens as an indirect result of an event for which you are insured.
- ▶ Loss or damage to cutting edges (other than diamond cutting systems), tools, trailing cables, flexible pipes other than:
  - a) when such loss or damage results during operation of the complete item of Insured Property
  - b) when such loss or damage results from the total loss of the complete item or items of Insured Property
  - c) when such attachment is a separate item specified on a Contract Note
  - d) when it is a standard part of the equipment package supplied and cannot in normal circumstances be omitted from such equipment package
- ▶ Loss or damage whilst in or on a vehicle unless:
  - a) all doors are locked and windows/openings are closed and securely fastened whilst unattended
  - b) property is securely mounted or fixed to the vehicle or kept in a suitable container whilst in transit
- ▶ Loss or damage due to:
  - a) cleaning or failure to clean and conduct of routine maintenance of the property
  - b) breakdown or breakdown prior to commissioning or wear and tear
  - c) willful act or neglect
  - d) derangement
- ▶ Any difference between any claim payment and any sum payable under Hire Association Europe Terms and Conditions
- ▶ Loss or damage to property on the First Insured's premises when not under a Contract with HireGuard to the Second Insured
- ▶ Loss or damage due to Fraud or Dishonesty of Employees
- ▶ Equipment not collected within 7 days after being officially accepted as "off hire" (excluding Sundays and Bank Holidays)
- ▶ Inventory losses and unexplained losses
- ▶ Loss or damage to brittle items unless loss or damage of the consignment occurs during the operations of packaged pending loading or transit, during loading, transit or unloading or packaged pending unloading
- ▶ Legal liability for injury to third parties or damage to their property
- ▶ Loss by fraud or theft if security checks have not been undertaken as specified
- ▶ When more specific insurance has been arranged by a representative of the First Insured
- ▶ Loss or damage caused by multiple lifts which are not carried out in accordance with BS7121
- ▶ Pollution or change in water table
- ▶ Terrorism

**This is a summary of cover only and is not intended to replicate full policy Terms and Conditions and should not be relied upon. Master Policy can be viewed at the offices of HAE Insurance Services. A copy is available on request.**

CSC V1 2013 Mainline





## ANNUAL CERTIFICATE OF INSURANCE

Certificate No: 197

This certifies that in accordance with the authorisation granted by \*Zurich Insurance plc that cover has been effected which will indemnify the Insured against Loss or Damage as detailed in the Master Policy (and as amended for the First Insured) occurring during the period of insurance subject to terms, limitations, exclusions and conditions of the Master Policy which is available for inspection at the offices of HAE Insurance Services. A copy is available on request.

**First Insured:** Mainline (1982) Ltd t/as Mainline Tool & Plant Hire

**Second Insured:** Customers of the First Insured

**Period of Insurance:** 01/01/2014 to 31/12/2014 inclusive

### Situation

Any situations in Western Europe (or other geographical areas as agreed with insurers) and whilst in transit between such situations

### Limit of Liability

£100,000 Any One Occurrence

### Insured Property:

Property belonging to the First Insured or for which they are responsible whilst on hire under conditions of the Standard Form of Conditions of Hire of the Hire Association Europe (or hire conditions as agreed with insurers) to the Second Insured provided always that such hire commences within the period of insurance

For full details of cover please contact:

HAE INSURANCE SERVICES  
PARTNERSHIP HOUSE  
PRIORY PARK EAST  
KINGSTON UPON HULL  
HU4 7DY

Tel : 01482 388552 Fax : 01482 213216

\*Zurich Insurance plc is authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of their regulation by the Financial Conduct Authority are available from them on request. FCA registration number 203093. These details can be checked on the FCA's register.

Insurance | Employee Benefits | Financial Planning

Partnership House, Priory Park East, Kingston upon Hull, HU4 7DY Tel 01482 388552 Fax 01482 213216

HAE Insurance Services and EHA Insurance Services are trading names of The Insurance Partnership Services Ltd (Reg No. 3937509) which is part of Jelf Group plc (Reg No. 2975376) and is authorised and regulated by the Financial Conduct Authority (FCA). Registered address: Hillside Court, Bowling Hill, Chipping Sodbury, Bristol BS37 6JX (Registered in England and Wales). Not all products and services offered are regulated by the FCA.

Mainline (1982) Ltd | Directors: K. I. Williams, C. V. Williams. | Company Reg. No: 2487343

George Holmes Way, Hearthcote Road, Swadlincote, Derbyshire, DE11 9DF Tel: 01283 222044 Fax: 01283 554854

Accounts Tel: 01283 554850 Fax: 01283 554858 info@mainline-hire.co.uk www.mainline-hire.co.uk



## Status Disclosure

**(Mainline (1982) Ltd t/as Mainline Tool & Plant Hire)**

is an Appointed Representative of

**HAE Insurance Services**

Partnership House

Priory Park East

Hull

HU4 7DY

for General Insurance Business.

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Registered address: Hillside Court, Bowling Hill, Chipping Sodbury, Bristol BS37 6JX (Registered in England and Wales).

# Account Application Form



Should you have any query or complaints regarding insurance contracts placed through TIP, please contact:

M J GREEN ACII FCILA  
DIRECTOR  
THE INSURANCE PARTNERSHIP SERVICES LTD  
PARTNERSHIP HOUSE  
PRIORY PARK EAST  
HULL  
HU4 7DY

Telephone Number: 01482 213215 Facsimile Number: 01482 213216  
E-Mail: [mgreen@insurance-partnership.com](mailto:mgreen@insurance-partnership.com)

TIP will endeavour to respond to oral complaints immediately. Written complaints will be acknowledged, in writing, within five days of receipt, advising who is dealing with the complaint and indicating when you may expect an answer. If an oral complaint cannot be resolved immediately, and in the case of written complaints, TIP will send a written response within 20 business days from receipt of the original complaint.

If the complaint cannot be resolved within this time scale, we will forward details of the progress made to date and the likely time scale involved.

Zurich Insurance Company also operates a complaints procedure.

Eligible complainants can also contact the Financial Ombudsman Service (FOS) [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Eligible complainant is defined on the FOS website.

TIP are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim and further information about the compensation scheme is available from the FSCS. [www.fscs.org.uk](http://www.fscs.org.uk).



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## CONDITIONS FOR HIRE AND SALE OF GOODS TO CONSUMERS AND BUSINESSES

### 1 INTERPRETATION

1.1 In these conditions the following words have the following meanings: "Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire or sale of Goods;

"Customer" means the person, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods;

"Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;

"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, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

"Goods" means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired or sold to the Customer;

"Hire Goods" means any Goods which are hired to the Customer;

"Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or

(ii) the physical repossession or collection of Hire Goods by the Supplier; "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities; "Sale Goods" means any Goods sold to the Customer;

"Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

"Supplier" means Mainline (1982) Ltd and will include its employees, servants, agents and/or duly authorised representatives;

"Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire or sale of Goods including any delivery and/or collection service for the Goods;

### 2 BASIS OF CONTRACT

2.1 Goods are hired or sold subject to them being available for hire or sale to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Goods being unavailable for hire or sale where the Goods are unavailable due to circumstances beyond the Supplier's control.

2.2 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (\*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not effect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

### 3 PAYMENT

3.1 The amount of any Deposit, Rental, monies for Sale Goods and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

3.2 The Customer shall pay the Deposit, Rental, charges for any Services, monies for any Sale Goods and/or any other sums payable under the contract to the Supplier at the time and in the manner agreed. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

3.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

3.4 \*If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.

3.5 \*The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded. The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer.

### 4 RISK OWNERSHIP AND INSURANCE

4.1 Risk in the Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

4.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.

4.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer. Ownership of any Sale Goods remains with the Supplier until all monies payable to the Supplier by the Customer for the Sale Goods have been paid in full.

4.4 Until ownership in the Sale Goods passes to the Customer, the Customer shall:

4.4.1 hold the Sale Goods on a fiduciary basis as the Supplier's bailee;

4.4.2 maintain the Sale Goods in satisfactory condition; and

4.4.3 keep the Sale Goods insured against all risks for their full price from the time they leave the physical possession or control of the Supplier.

4.5 The Customer must not deal with the ownership or any interest in the Hire Goods. 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. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

4.6 The Supplier may provide reasonably priced insurance in respect of the Hire Goods at an additional cost to the Rental in accordance with Financial Services Authority Requirements. Alternatively the Supplier may require the Customer to insure the Hire Goods for such reasonable risks as the Supplier may specify and any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

### 5 DELIVERY, COLLECTION AND SERVICES

5.1 It is the responsibility of the Customer to collect the Goods from the Supplier, and, in the case of Hire Goods, return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver Goods to and/or collect the Hire Goods from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

5.2 If the Supplier agrees to collect the Hire Goods from the Customer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include at least three (3) working days' notice from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier unless the Supplier fails to collect the Hire Goods within 3 working days from the end of the Hire Period whereupon the Supplier shall be liable for any loss, damage or theft thereafter.

5.3 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer

to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are found to be negligent by a court with jurisdiction to make such finding pursuant to clause 12.7.

5.4 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

5.4.1 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.

### 6 CARE OF HIRE GOODS

6.1 The Customer shall:-

6.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;

6.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;

6.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

6.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;

6.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

6.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;

6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

6.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;

6.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

6.1.11 ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.

6.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

### 7 BREAKDOWN

7.1 Allowance may be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.

7.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

7.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

7.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

### 8 LOSS OR DAMAGE TO THE HIRE GOODS

8.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for hire and to pay the Rental, in accordance with the provisions of clause 8.3, until such repairs and/or cleaning have been completed.

8.2 In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will:

8.2.1 pay to the Supplier the new replacement cost for any Hire Goods less than twelve (12) months old from first registration; and/or

8.2.2 reimburse the Supplier for any loss or sums suffered or incurred by the Supplier for any Hire Goods more than twelve (12) months old from first registration, less the amount paid to the Supplier under any policy of insurance in respect of the Hire Goods.

8.3 The Customer shall remain liable to pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

8.4 In addition to the obligation in clause 8.3 to pay the Rental, from the date the Customer notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date the Supplier has replaced such Hire Goods ("Lost Rental Period"), the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two-thirds of the Rental that would have applied for such Hire Goods during the Lost Rental Period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 8.2 above.

### 9 TERMINATION BY NOTICE

9.1 If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

9.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

9.2.1 If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier.

9.2.2 If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.

### 10 DEFAULT

10.1 If the Customer:-

10.1.1 fails to make any payment to the Supplier when due without just cause;

10.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

10.1.3 persistently breaches the terms of the Contract;

10.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

10.1.5 pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition/Petition for Sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;

10.1.6 being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

10.1.7 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or

10.1.8 appears reasonably to the Supplier to be about to suffer any of the above events;

then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.

10.2 If any of the events set out in clause 10.1 above occurs in relation to the Customer then:-

10.2.1 except where the Customer is acting as a consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess any Goods;

10.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

10.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or

10.2.4 all monies owed by the Customer to the Supplier shall immediately become due and payable.

10.3 Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.

10.4 Upon termination of the Contract the Customer shall immediately: return the Goods to the Supplier or make the Goods available for collection by the Supplier as requested by the Supplier; and

10.4.2 pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract.

### 11 LIMITATIONS OF LIABILITY

11.1 \*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.

11.2 \*If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.

11.3 Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.

11.4 \*The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services have not been paid in full by the due date for payment.

11.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

11.6 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

11.7 \*The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

11.8 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-

11.8.1 \*consequential losses (including loss of profits and/or damage to goodwill);

11.8.2 economic and/or other similar losses;

11.8.3 special damages and indirect losses; and/or

11.8.4 business interruption, loss of business, contracts and/or opportunity.

11.9 \*The Supplier's total Liability to the Customer under the Contract arising in relation to any Contract shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

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:

11.10 Liability for breach of contract;

11.10.2 \*Liability in tort/delict (including negligence); and

11.10.3 \*Liability for breach of statutory and/or common law duty;

except clause 11.9 above which shall apply only once in respect of all the said types of Liability.

11.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for fraud, death or personal injury due to the Supplier's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

### 12 GENERAL

12.1 Upon termination of the Contract the provisions of clauses 3.2, 3.4, 3.5, 8.1, 8.2, 8.3 and Section 6 shall continue in full force and effect.

12.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

12.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

12.4 \*The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.

12.5 \*No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision 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.

12.6 The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

12.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier. This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

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# Account Application Form

mainline group



## The Construction Plant-hire Association 2011 Hire Contract Terms and Conditions for Consumers for Plant and Equipment Supplied with an Operator

### Important note to Owners and Hirers of Plant and Equipment:

These CPA Hire Contract Terms for consumers are intended to apply to the hiring of Plant and Equipment supplied with an operator to individual consumers not acting in the course of any business. All these terms have been drawn up by the CPA and are recommended to CPA members and consumers as a comprehensive, fair and properly integrated set of hire terms appropriate for this type of equipment. Both the Owner and the Hirer must ensure that they are fully covered by insurance against the risks involved in the hire of the Plant and Equipment under these Terms and Conditions.

#### 1 DEFINITIONS

- In this Hire Agreement (the "Agreement")
- 1.1 "Hire Charges" means all the charges, operator costs, Waiver Fee and other fees (as applicable) charged to you by us in respect of the hire of the Plant and Equipment
- 1.2 "Operator" means the operator provided by us to you with the Plant and Equipment to operate the Plant and Equipment.
- 1.3 "Outstanding Balance" means all amounts payable under this Agreement less the amount paid.
- 1.4 "Plant and Equipment" means the plant and equipment hired to you by us, including any substitutions, replacements and additions made in accordance with the terms of this Agreement and any manuals, accessories or other items supplied with the Plant and Equipment.
- 1.5 "Site" means the location where the Plant and Equipment is intended to be used.
- 1.6 "Waiver Fee" means the fee to be paid by you in accordance with clause 5.2, if applicable.
- 1.7 "we", "us", "our" means the owner of the Plant and Equipment, its successors, its employees and agents, and any business or other person to whom the owner transfers (by absolute assignment, by way of novation or by way of security) any or all of its rights and responsibilities (whether legal or equitable) under the Agreement.
- 1.8 "you", "your" means the hirer (or hirers) of the Plant and Equipment.

#### 2 MAXIMUM PERIOD OF HIRE

The term of this Agreement will not exceed three calendar months.

#### 3 NON-BUSINESS HIRE

The Plant and Equipment is hired to you on the basis that it is used only for private or non-commercial use. You must not use the Plant and Equipment for commercial purposes.

#### 4 LIABILITY

- 4.1 If either you or we are in breach of any term of this Agreement, neither of us will be responsible for any losses that the other suffers as a result except those losses, which are a foreseeable consequence of the breach.
- 4.2 You have agreed to hire the Plant and Equipment for domestic and non-commercial purposes only. In the circumstances, if we are in breach of this Agreement we will not be liable to you for any claim relating to business expenses or losses, including but not limited to claims for loss of profit.
- 4.3 If a third party makes a claim against us in relation to any loss or damage caused by the Plant and Equipment as a result of your breach of any term of this Agreement, you will indemnify us in full or all costs and/or losses suffered by us as result thereof including but not limited to payment of compensation (including interest where applicable) to the third party, our reasonable legal and other fees incurred as a result of any legal action resulting from the claim. You will not be responsible for such a claim to the extent that the loss or damage results from our negligence or breach of contract.
- 4.4 Subject to clause 4.6, our liability is limited as follows:
- 4.4.1 Our liability for loss, destruction or damage to goods or property (other than goods being lifted by crane which is covered in 4.4.2 below) is limited to a total of £5 million whether due to our breach of contract or negligence; and,
- 4.4.2 If you are undertaking a lifting operation our liability for loss, destruction or damage to the goods being lifted is limited to a total of £25,000 whether due to our breach of contract or negligence. We are not able to accept liability above these figures, notwithstanding that the Plant and Equipment will be operated by our Operator.
- 4.5 If you think that there is a possibility that goods or property could be damaged which have a value of more than these limits, then you must notify us in writing before the Plant and Equipment is delivered to the Site. On receipt of such notification, we may choose to make additional coverage available and this will involve and increase in the Hire Charges.
- You will not be able to claim more than the amount set out in clause 4.4 if:
- 4.5.1 you do not notify us that the damage could exceed the above limits;
- 4.5.2 We choose not to have additional coverage made available;
- 4.5.3 You do not agree to meet the extra charge for additional coverage; or
- 4.5.4 the additional coverage fails for some reason that is not our fault.
- This will be so, even where we are at fault, except where your claim is for death or personal injury, as mentioned in paragraph 4.6 below.
- 4.6 The limits set out in paragraph 4.4 do not apply to claims for death or personal injury caused by our negligence. There is no limit on the amount of our liability for such claims.

#### 5 LOSS, THEFT OF, OR DAMAGE TO THE PLANT AND EQUIPMENT

- 5.1 Subject to clauses 5.3 and 5.4 below, if the Plant and Equipment is lost, damaged, stolen or destroyed whilst in your care when our Operator is not present, or as a result of your failure to ensure that the Site is safe, you will be liable for the full cost of repairing or replacing the Plant and Equipment.
- 5.2 We may take out insurance to cover the risk to our Plant and Equipment in respect of events set out in clause 5.1. If we do so and you pay the Waiver Fee, we will not pursue you for the costs of repairing or replacing the Plant and Equipment but only to the extent that such costs are reimbursed to us by our insurers. You will still be liable to us, however, to the extent that the insurers do not reimburse us for the loss or damage. You must take reasonable care of the Plant and Equipment whilst it is in your custody, even if the Waiver Fee has been paid.
- 5.3 You will not be liable to pay us for any damage caused to the Plant and Equipment arising from defects in the Plant and Equipment which were not apparent when it was hired to you or which occur while the Plant and Machinery is being operated by our Operator, unless such damage arises as a result of the Site being unsafe and/or negligence.
- 5.4 You will not be liable for any loss or theft of the equipment resulting from a fault in the Plant and Equipment's security system which occurred before the Plant and Equipment was delivered to the Site or occurs while the Plant and Machinery is being operated by our Operator, unless the fault in the Plant and Equipment's security system was caused by damage arising as a result of the Site being unsafe and/or your negligence. You must notify us immediately either via the Operator, or, if he is not present, to us at our principal office address if you notice a fault with the Plant and Equipment's security system, including but not limited to faulty locks or other security devices. You must not repair any faults without our prior written consent.
- 5.5 Where the Plant and Equipment, or any part of it, is lost stolen, damaged or destroyed you must notify us immediately either via the Operator, or, if he is not present, to us at our principal office address, as a matter of urgency, in order that we can notify our insurers. If the insurers refuse to pay us because of a delay in notification by you, you will be liable to us for what would have been recovered from the insurers if you have complied with this clause. You must provide our insurers and us with all reasonable assistance when so requested.
- 5.6 You must notify the police immediately if the Plant and Equipment, or any part of it, is stolen, or has been criminally damaged.

#### 6 DAMAGE TO SITE AND/OR ACCESS

- 6.1 You acknowledge that the Plant and Equipment you have chosen to hire may cause superficial damage to the ground, particularly in wet weather (for example, ruts may be created or paving stones may be cracked). You further acknowledge that the Plant and Equipment may also cause damage to underground services such as drains and sewers. Our delivery driver and/or operator will do their best to limit any such damage, but we cannot be held responsible for any damage of this sort. You are responsible for making good any damage caused to your property or adjoining land in obtaining access.
- 6.2 If you are particularly concerned to avoid superficial damage to the ground you must let us know as soon as possible. We may be able to provide extra protection, although there will be an additional cost in doing so, which we will pass onto to you.

#### 7 SITE AND ACCESS

- 7.1 While we do not expect you to have any technical knowledge of the Plant and Equipment you are hiring, it is your obligation to inform us of any visible access of Site restrictions, which you think may cause difficulty. For example, restricted access, limited working space, or overhead obstructions.
- 7.2 We may carry out a Site inspection; if we do we will check both the means of access and the place(s) where you require the work to be carried out. It is your responsibility to undertake any Site preparation that we ask (for example, removing any goods or materials that might hinder the job). We shall not be responsible for lost work time if the Operator is unable to commence or continue work as a result of your failure to complete Site preparation as requested by us.
- 7.3 You must immediately notify us of any change in Site conditions prior to the hire which might affect the safe use of the Plant and Equipment.
- 7.4 Whether or not we carry out an inspection, we may need to ask you for information about such things as the location of cesspits, drains and sewers. You must make every effort to ensure that the information you give us is accurate.
- 7.5 Where access is required over land you do not own, you undertake that you will obtain consent from the respective owners and to pay any charges they may make. The Plant and Equipment must only be used at the Site. If you want to use the Plant and Equipment at any other place you must first get from us written confirmation that we allow you to do so.

#### 8 DELIVERY AND COLLECTION

- 8.1 Unless agreed otherwise, we will deliver the Plant and Equipment to the Site and collect it from the Site. The cost of delivery and collection will be notified to you prior to the period of hire.
- 8.2 We will give you an estimate time for the arrival of the Plant and Equipment on Site. We will make best endeavours to arrive promptly, but we cannot guarantee the arrival time. You should let us know in writing if there is a particular reason why timing is important.
- 8.3 If it is agreed that you will return the Plant and Equipment rather than us collecting it, you must return the Plant and Equipment to us in the same condition as when we supplied it to you although you will not be responsible for reasonable wear and tear which may occur during the period of hire.
- 8.4 Whether you return or we collect the Plant and Equipment, the Plant and Equipment must be cleaned before it is returned to us. If you have not made a reasonable attempt to clean it, you will be responsible for our reasonable costs for cleaning and restoration of the Plant and Equipment to enable it to be hired to someone else in a fit and proper condition.

#### 9 PLANT AND EQUIPMENT AND THE OPERATOR

- 9.1 It is your responsibility to give the Operator of the Plant and Equipment clear instructions regarding the job you wish to be undertaken. You must provide any further information or explanation the Operator asks you for.
- 9.2 We will ensure that the Operator is competent and qualified to operate the Plant and Equipment.
- 9.3 We will ensure that the Plant and Equipment hired by you is in good working order and is fit for the purpose for which it is normally used.
- 9.4 The Operators responsibility is generally limited to operating the Plant and Equipment competently and safely to complete the job that you have instructed him to undertake.
- 9.5 The Operator will use his best endeavours to complete the job you instruct him to undertake as expeditiously as possible.
- 9.6 If you need a 'lifting operation' special legal requirements must be met. Such work will normally be carried out as a 'Contract Lift' and the price will include the cost of the Appointed Person, who will have planned a safe method of carrying out the work, and the provision of a supervisor to control the actual lifting operation on site. If the Plant and Equipment includes a crane, the conditions set out in paragraph 12 below will apply.

#### 10 SAFETY

- 10.1 You must not operate the Plant and Equipment yourself.
- 10.2 We will be responsible for the safe operation of the Plant and Equipment by our Operator.
- 10.3 You must follow any safety instructions given by our Operator. You must also take your own sensible safety precautions (for example, you must take all reasonable measures to prevent children from playing on or near the equipment at any time, particularly when the equipment is parked up for the night and our Operator is not able to oversee it).
- 10.4 Whilst we will be responsible for the safe operation of the Plant and Equipment, you must ensure that the Site itself is safe and secure.

#### 11 PAYMENT

- 11.1 The Plant and Equipment can be hired by the day, for the weekend, by the working week, by the week or by the month. If you do not return the Plant and Equipment to us by the times set out below then we will be entitled to charge you for an additional day(s) or days) hire.
- The latest times, by which the Plant and Equipment must be returned, unless we are collecting it, are as follows:
- |  |   |
|--|---|
| Plant and Equipment hired for a day                            | Must be returned within 24hrs   |
| Plant and Equipment hired for a weekend                        | Must be returned by 8.30 am on Monday   |
| Plant and Equipment hired for a working week (Monday – Friday) | Must be returned by 3.30 pm on Friday   |
| Plant and Equipment hired for a week                           | Must be returned by 3.30 pm on the seventh consecutive day (so if you hire it on Wednesday it must be returned by 3.30 pm Tuesday)  |
| Plant and Equipment hired for a month                          | Must be returned by 3.30pm on the last day of the calendar month (so if you hire it on the 15 <sup>th</sup> of the month you must return it by 3.30 pm on 14 <sup>th</sup> of the next month) |

- 11.2 The Hire Charges will be charged and based on the length of time for which you require the Plant and Equipment and the Operator. If you agreed to take the Plant and Equipment for a minimum or a fixed period, you must pay the Hire Charges applicable for the whole of the minimum or the fixed period.
- 11.3 You do not continue to pay the Hire Charges during stoppages which we could have avoided (such as breakdowns in the Plant and Equipment). Neither do you continue to pay Hire Charges during our Operators lunch break (if taken).
- 11.4 Stoppages which are not due to a fault on our part, or on the part of our operator, will be charged for. (E.g. stoppages caused by inclement weather, unforeseen problems with the Site or access, punctures or usual running maintenance such as re-fuelling or re-fitting accessories).

- 11.5 You can ask our Operator to stop work at any time. If you do so, you will be responsible for the Hire Charges up to the point at which your request is made including the daily rate for the day on which work ceases, or the agreed minimum or fixed period.
- 11.6 We may ask you for prompt payment of all or part of the Hire Charges in advance. If you give us more than 72 hours' notice that you wish to cancel the hire then we will repay the whole of any such advance payment. If you give us less than 72 hours' notice that you wish to cancel the hire, then we will repay 50% of the advance payment (unless we are able to re-hire the Plant and Equipment in which case we will repay the whole of the advance payments). We will repay the whole of the advance payment if hire of the Plant and Equipment does not process due to a fault on our part.
- 11.7 During the period of hire, from time to time, you will be asked to sign a time sheet confirming that it is an accurate record of the Operators chargeable hours. You should check the time sheet carefully and only sign it if you agree with the information set out.
- 11.8 Hire charges are due at the beginning and/or at the end of the hire. We will let you know when you must pay the Hire Charges at the time you hire the Plant and Equipment.
- 11.9 You will pay the Hire Charges in full and upon the due dates, and time of payment is of the essence.
- 11.10 If any payment due under this Agreement is not paid in full and on the due date, interest will be charged from the due date to the date of the payment at the base rate of the Bank of England plus 8% per annum.

#### 12 CRANE CONTRACT LIFTS

If the Plant and Equipment includes a crane, the crane will be provided and operated in accordance with the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) and the British Standard Code of Practice for the Safe Use of Cranes (BS 7121). We will supply a competent crane supervisor who will be responsible for organising the lifting operation as planned by our Appointed Person, selecting suitable lifting tackle and ensuring that the work can be undertaken safely. Our crane supervisor will have authority to stop the operation whenever he considers it would be dangerous to continue and you agree to him having overall control of the lifting operation.

#### 13 NOTIFICATION OF ACCIDENTS

You must notify us immediately if there is any accident involving the Plant and Equipment which results in damage to the Plant and Equipment or to other property or injury to or the death of any person.

#### 14 TERMINATION OF HIRE

- 14.1 You can bring this Agreement to an end at any time by notifying our Operator or us that you wish to do so and by paying the Outstanding Balance.
- 14.2 If you breach any term of this Agreement, we may terminate this Agreement and require the immediate return of the Plant and Equipment to us. You undertake to return the Plant and Equipment to us upon termination of this Agreement. We will not ask you to return the Plant and Equipment before the end of the minimum or fixed period unless you are in default.

#### 15 UNAUTHORISED RE-HIRING OF EQUIPMENT

You must not re-hire, sublet or lend any of the Plant and Equipment to any third party or otherwise part with possession of the Plant and Equipment.

#### 16 ACCESS BY US FOR SERVICING AND INSPECTION AND RECOVERY OF PLANT AND EQUIPMENT

You undertake that you will allow us to have access to your premises at any reasonable time to enable us to inspect, test, adjust, repair or replace the Plant and Equipment as necessary while it is in your possession or to recover the Plant and Equipment.

#### 17 NAMEPLATES

You must not remove, deface or cover up any nameplates or identification mark or number on the Plant and Equipment, nor put any mark on the Plant and Equipment, which might indicate or suggest that the Plant and Equipment belongs to you.

#### 18 GENERAL

- 18.1 If any provision of this Agreement is held to be unlawful, void or unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions, to the extent permitted by law.
- 18.2 Notices from you to us should be sent to us at our principal office address. Notices from us to you will be sent to the address provided to us by you or to any other address which you have notified to us in writing. You will notify us immediately in writing of any changes to your address.
- 18.3 This Agreement incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date of this Agreement.
- 18.4 A party who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third) Parties Act 1999.
- 18.5 If any amount is payable to you by us under this Agreement, we may withhold from those monies an amount equal to the total monies you owe us under this Agreement.
- 18.6 If the Site is situated within the United Kingdom, then the court whose jurisdiction covers the Site will have exclusive jurisdiction and interpretation of the law for this Contract. If the original Site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where our head office is located.

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