



Skips at Home t/a Skip hire Uk Ltd
 PO Box 225
 Telford
 TF2 2EG
 Tel: 0845 373 1394
 Fax: 0845 373 1395
 Email: sales@skiphireuk.co.uk

CREDIT APPLICATION FORM(web)

*Please complete Section A if a Limited Company and Section B if Sole Trader or Partnership
 When completed, this form should be returned by fax or post with your own letterhead (number and address at the top of this form)*

SECTION A				LIMITED COMPANY				
COMPANY NAME								
REGISTERED OFFICE								
TRADING ADDRESS (IF DIFFERENT FROM ABOVE)								
REGISTERED NO.				DATE ESTABLISHED				
TELEPHONE NO.				FAX NO.				
COMPANY SIC CATEGORY				COMPANY SIC CODE				
SECTION B				SOLE TRADER OR PARTNERSHIP				
COMPANY NAME								
TRADING ADDRESS								
TELEPHONE NO.				FAX NO.				
PARTNER 1 FULL NAME								
OWN ADDRESS				Date of Birth	/ /19			
PARTNER 2 FULL NAME								
OWN ADDRESS				Date of Birth	/ /19			
SECTION C				CREDIT REQUIRED AND POINTS OF CONTACT				
CREDIT LIMIT REQUIRED	£							
CONTACT NAME FOR PERSON RESPONSIBLE FOR PAYMENT OF THE ACCOUNT								
NAME				EMAIL				
				TELEPHONE NUMBER				



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CONTACT NAME OF PERSON RESPONSIBLE FOR PURCHASING			
NAME		EMAIL	
		TELEPHONE NUMBER	
PLEASE ADVISE YOUR TRADE SECTOR E.G CONSTRUCTION			

SECTION D TRADE REFERENCES

PLEASE GIVE NAME AND ADDRESS OF TWO TRADE REFERENCES

Please note that we do not accept associated companies as referees

COMPANY NAME AND CONTACT NAME			
ADDRESS			
TELEPHONE NO.		FAX NO.	
COMPANY NAME AND CONTACT NAME			
ADDRESS			
TELEPHONE NO.		FAX NO.	

SECTION F TERMS AND CONDITIONS

We have enclosed the following information with this credit application:

- terms and conditions,

Please note: **OUR TERMS OF TRADE ARE 30 DAYS FROM END OF MONTH**

The Managing Director, Financial Controller, Company Secretary or person of similar authority must sign below to confirm that you have received the above information and that you agree to our Terms and Conditions. (If you have any queries concerning these terms please contact us at the address on the front of this application).

SIGNED POSITION

NAME DATE

Please note
 In processing your application for credit facilities we may make enquiries of credit reference agencies and other third parties who may record those enquiries. We may also disclose information about the conduct of your account to credit reference agencies and other third parties. The information obtained from or provided to third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention. Please note that we understand and will exercise our statutory right to claim interest and debt recovery costs under the late payment legislation if we are not paid according to credit terms.



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Terms and Conditions of Hire

1. Definition of Use and General

- 1.1 'Customer' refers to the company or person that has requested the hire of Equipment from Skip Hire UK Ltd or wishes to purchase Equipment.
- 1.2 'Equipment' refers to skips, containers, plant or goods that have been hired / purchased through Skip Hire UK Ltd.
- 1.3 'Site' refers to where the Equipment is to be deposited at the request of the Customer.
- 1.4 'Owner/s' refers to the company or person that owns the Equipment.
- 1.5 'Vehicle' refers to the Owner's vehicle.
- 1.6 'Contract' means the Contract for the purchase and sale of the Equipment or the hire of the Equipment.
- 1.7 The parties to this Contract are the "Customer" and Skip Hire UK t/a Skips @Home Ltd ("Skip Hire"), Unit 10, Lancaster Court, Coronation Rd, Cressex Business Park, High Wycombe, Bucks HP12 3TD.

2. Basis of the Contract

- 2.1 Any quotation or estimate given by Skip Hire is an indication given in good faith and shall not become binding unless confirmed by Skip Hire in writing.
- 2.2 All prices quoted are based on information available at the date of quotation and Skip Hire reserves the right to vary prices at any time without notice prior to accepting an order from the Customer.
- 2.3 The Contract made between Skip Hire and the Customer shall incorporate and be subject to these conditions. No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and Skip Hire prior to the date of the Contract.
- 2.4 Skip Hire reserves the right to make any changes in the specification of the Equipment which are required to conform with any applicable safety or other statutory requirements.
- 2.5 The term of hire for any Equipment is strictly 10 days, inclusive of the day of delivery. Hire in excess of 10 days is only acceptable with Skip Hire's written permission and will incur additional hire charges.
- 2.6 Where the hire of Equipment is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 (as amended), the duration of the hire shall not exceed 3 months. Accordingly the hire of any Equipment is not covered by the Consumer Credit Act 1974 (as amended).
- 2.7 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. Any provision which would be void under any Consumer Protection Legislation or other legislation shall, to that extent have no force or effect.

3. Equipment Use while on Hire – where not located on private property

- The Customers undertakes with respect to all Equipment delivered by Skip Hire to be placed other than on private property:
- 3.1 That the permission of the Highway Authority has been duly obtained under Section 139 Highways Act 1980 (Skip permit obtained).
 - 3.2 That the said permission will be kept in force by the extension or renewal of a license as necessary until either the Equipment is removed or until the expiry of 3 working days after notice is received by Skip Hire to remove the container.
 - 3.3 That they will ensure the observation and performance at all times of all the conditions subject to which the aforesaid permission/license is granted and in particular will ensure that the Equipment is properly lit throughout the hours of darkness
 - 3.4 That they will not remove the Equipment from the place where it is deposited without first obtaining both the written permission of the Highways Authority and Skip Hire.
 - 3.5 That they will ensure that at the time of collection there is a clear space at one end of the Equipment of not less than thirty feet to give the vehicle sufficient access to effect collection and removal. In the event that it proves impracticable to deliver or collect Equipment because of inadequate access to the Equipment, the Customer shall be liable to pay Skip Hire the abortive delivery or collection costs incurred.
 - 3.6 Unless specifically otherwise agreed in writing that the Customer shall provide three marker cones by day and three cones plus six yellow lights on the Equipment during the hours of darkness as required by the Highways Act 1980 if the Equipment is placed on the Public Highway (including grass verges and footpaths or pavements) or anywhere else where damage to property or injury to third parties is reasonably foreseeable.

4. Warranties given by Customer for Equipment on Hire

The Customer warrants:

- 4.1 That the Customer will take reasonable care of the Equipment and only use it for its proper purpose in a safe and correct manner and will notify Skip Hire immediately after any loss and/or damage to the Equipment.
- 4.2 That the Customer will take adequate and proper measures to protect the Equipment from theft, damage and /or other risks.
- 4.3 That the Customer will notify Skip Hire of any change of its address and upon request provide details of the location of the Equipment and permit Skip Hire at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated.
- 4.4 That the Customer will keep the Equipment at all times in its possession and control and will not remove the Equipment from the United Kingdom without the prior written consent of Skip Hire
- 4.5 That the Customer will not continue to use the Equipment where it has been damaged and will notify Skip Hire immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person.
- 4.6 That the Equipment will be returned by the Customer in good working order and condition (fair wear and tear excepted)
- 4.7 That the waste material to be placed in the Equipment falls within the meaning of "prescribed cases" under Section 3 of the Control of Pollution Act 1974 (hereinafter 'referred to as the "1974 Act") and Regulation 4 of the Control of Pollution (Licensing of Waste Disposal) Regulation 1976 (hereinafter referred to as "the 1976 regulations") and any subsequent Regulations issued by the Secretary of State for the Environment which are in force on the date of the removal of each loaded container; OR
- 4.8 That the requisite license has been issued under Section 5 of the 1974 Act; AND
- 4.9 That the waste material to be removed or disposed of in the Equipment does not come within the definition of "Hazardous Waste" contained in the Hazardous Waste (England and Wales) Regulations 2005 and The List of Wastes (England) Regulations 2005.
- 4.10 That all activities undertaken by the Customer which may be subject to regulation by virtue of any applicable duty of care under Section 34 of The Environmental Protection Act (1990) or otherwise are fully compliant with the legislation and do not detrimentally affect the compliance of Skip Hire with the said legislation or in any way render Skip Hire liable under Section 33 of the said Act or otherwise liable.
- 4.11 NOT TO LIGHT FIRES in the Equipment nor to burn anything therein
- 4.12 Not to place any corrosive acid or noxious substance nor liquid cement or concrete in the Equipment.
- 4.13 To ensure that the Equipment is not filled above the level of the sides thereof. In the event that Skip Hire are unable to collect the Equipment owing to overloading of the Equipment, the customer shall pay to Skip Hire the abortive costs of collection incurred by Skip Hire.
- 4.14 Not to deposit in the Equipment Restricted Material which shall include the following:

Fridges/Freezers
Tyres
Paint Cans
TV's/Monitors
Asbestos
Clinical/Medical Waste
Flourescent Tubes
Solvents
Liquids
Oil
Batteries
Plasterboard
Hazardous/Toxic Material
Gas Cylinders

(Surcharges will apply where any of these items have been deposited without the prior permission of Skip Hire UK or the Owner)

- 4.14 That if the Equipment is returned in a damaged, unclean and/or defective state (except where due to fair wear and tear), the Customer shall be liable to pay Skip Hire for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire and the Customer will continue to pay the hire charges until such repairs and/or cleaning have been completed.
- 4.15 That the Customer will pay to Skip Hire the replacement cost on a new for old basis of Equipment which is lost, stolen and/or damaged beyond economic repair while on hire less the amount paid to Skip Hire under any policy of insurance taken out in accordance with these conditions. The Customer shall further pay to Skip Hire the hire charges for the Equipment until Skip Hire has been paid the amount representing the replacement cost of the Equipment.

Registered in England No 3347372

Skip Hire UK is a trading name of Skips @ Home Ltd



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5. Indemnities given by Customer in relation to Equipment on hire

The Customer agrees that it shall indemnify Skip Hire in respect of all losses suffered by Skip Hire as a consequence of

- 5.1 The Customer requiring Skip Hire or its subcontractors to use Vehicles to deliver or collect the Equipment off road where damage is caused to the Vehicle, to the Equipment or to property of any third party or of the Customer and including damage to road margins and pavements unless the damage is caused by the negligence of the driver of the Vehicle.
- 5.2 Damage to or loss of the Equipment while on hire to the Customer which shall include damage howsoever caused but excepting fair wear and tear.
- 5.3 All claims for injuries to persons or damage to property arising out of use of the Equipment while on hire.
- 5.4 Any breach of these Conditions by the Customer

6. Limitation of Liability of Skip Hire

- 6.1 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.
- 6.2 If Skip Hire is found to be liable in respect of any loss or damage to the Customer's property, the extent of their liability will be limited to the retail cost of replacement of the damaged property.
- 6.3 Skip Hire shall have no liability to the Customer if any monies due in respect of the hire of Equipment has not been paid in full by the due date for payment.
- 6.4 The Customer shall give Skip Hire a reasonable opportunity to remedy any matter for which Skip Hire is liable before the Customer incurs any costs and/or expenses in remedying in the matter itself. If the Customer does not do so, Skip Hire shall have no liability to the Customer.
- 6.5 Skip Hire 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 Skip Hire.
- 6.6 Skip Hire shall have no liability to the Customer for any consequential losses (including loss of profits and /or damage to goodwill), economic and /or other similar losses, special damages and indirect losses or for business interruption, loss of business or loss of opportunity.
- 6.7 Skip Hire shall use its best endeavors to ensure the Equipment arrives when the Customer requires delivery. Any approximate times given by Skip Hire are estimates only and Skip Hire shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery of the Equipment shall not be of the essence unless previously agreed in writing by Skip Hire.
- 6.8 Skip Hire shall not in any event be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Contract if the delay or failure is due to any cause beyond Skip Hire's reasonable control.
- 6.9 Nothing in this Contract shall exclude or limit the liability of Skip Hire for death or personal injury due to its negligence or any other liability which it is not permitted to exclude or limit as a matter of law.
- 6.10 Where Equipment is sold under a consumer transaction (as defined by the Consumer Transactions Restrictions on Statements Order 1976) the statutory rights of the Customer are not affected by these Conditions.

7. Price and Payment

- 7.1 The price quoted by Skip Hire is exclusive of VAT and any other taxes and the cost of delivery and any other matters all of which may be charged in addition. In the event of any variation to the order placed by the Customer, Skip Hire shall be entitled to adjust the price to reflect the costs involved and to adjust delivery dates as appropriate.
- 7.2 Skip Hire shall be entitled to bring an action for the price or for part of the price whether or not, in the case of contracts for the sale of Equipments, the ownership in the Equipment has passed.
- 7.3 Payment is to be made by the Customer in credit / debit unless a credit account has been opened. Where Skip Hire agrees to open a credit account for the Customer, payment must be made within 30 days end of month. In the case of any Contract for the hire of Equipment, Skip Hire may also require an initial payment on account in advance of delivery of the Equipment.
- 7.4 Skip Hire shall be entitled in its absolute discretion to withdraw credit at any time and to refrain from delivering Equipment until payment is received together with any outstanding amounts which may be due to Skip Hire on any account whatsoever. Skip Hire reserves the right to terminate or suspend any Contract for the hire of Equipment if allowing it to continue would result in the Customer exceeding its credit limit or if the credit limit is already exceeded.
- 7.5 Time for payment shall be of the essence of the Contract. If the Customer fails to make any payment by the due date or, in the case of 7.5.1 if there is any other evidence that the Customer is insolvent, then without prejudice to any other rights or remedies of Skip Hire, Skip Hire shall be entitled to:
 - 7.5.1 Terminate the Contract and/or suspend any further deliveries to the Customer.
 - 7.5.2 Charge the Customer interest (both before and after Judgment) on the amount unpaid at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 In the event that Skip Hire issues legal proceedings for the recovery of debt due to it, the Customer hereby agrees to indemnify Skip Hire in respect of all legal costs incurred with Skip Hire's solicitors on a solicitor and own client basis.
- 7.7 Any payment made by the Customer shall be deemed conclusive proof of entitlement to payment for the relevant invoice(s) and shall be treated by the Customer as an admission accordingly.

8. Termination by Notice (Applicable to Contracts for the Hire of Equipment only)

- 8.1 If the period of hire has a fixed duration neither the Customer nor Skip Hire shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.
- 8.2 If the period of hire does not have a fixed duration either the Customer or Skip Hire is entitled to terminate the Contract upon giving to the other party any agreed period of notice.
- 8.3 If no period of notice has been agreed or specified the Customer or Skip Hire shall be entitled to terminate the hire of the Equipment by giving not less than 3 days notice in writing to the other party.

9. Default

If the Customer:

- 9.1 Fails to make any payment to Skip Hire when due.
- 9.2 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.
- 9.3 Persistently breaches the terms of the Contract.
- 9.4 Provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract
- 9.5 Pledges, charges or creates any form of security over any Equipment on hire or ceases or threatens to cease to carry on business or proposes to compound with its Creditors, applies for an interim moratorium in respect of claims and/or proceedings or has a Bankruptcy Petition presented against it, or being a company, enters into Voluntary or Compulsory Liquidation, has a Receiver, Administrator or Administrative Receiver appointed over all or any of its assets, any Attachment Order is made against the Customer or any distress execution or other legal process is levied on any property of the Customer.
- 9.6 Appears to Skip Hire due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract.
- 9.7 Appears reasonably to Skip Hire to be about to suffer any of the above events.

Then Skip Hire shall have the right without prejudice to any other remedies to exercise any or all of the rights set out in Clause 9.8 below.

- 9.8 If any of the events set out in Clauses 9.1 - 9.7 inclusive occur in relation to the Customer then :
 - 9.8.1 Skip Hire may enter, without prior notice any premises of the Customer (or premises of third parties with their consent) where Equipment on hire is located and repossess the Equipment.
 - 9.8.2 Skip Hire may withhold further performance of the Contract.
 - 9.8.3 Skip Hire may cancel, terminate and/or suspend without liability to the Customer the Contract and /or any other Contract with the Customer.
 - 9.8.4 All monies owed by the Customer to Skip Hire shall immediately become due and payable.
 - 9.8.5 Any repossession of Equipment on hire shall not affect Skip Hire's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any prior breach.
- 9.9 Upon termination of the Contract the Customer shall immediately return Equipment to Skip Hire or make the Equipment available for collection by Skip Hire and shall pay all arrears for hire charges and any other sums payable under the Contract

10. Risk and title to Equipment (applicable to Contracts for the sale of goods only)

- 10.1 Risk of damage to or loss of the Equipment shall pass to the Customer when the Equipment is delivered to the Customer.



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- 10.2 Notwithstanding delivery and the passing of risk in the Equipment or any other provision of these Conditions, the property in the Equipment shall not pass to the Customer until Skip Hire has received in cash or cleared funds payment in full of both the price of the Equipment and the price of all other Equipment agreed to be sold by Skip Hire to the Customer for which payment is then due.
- 10.3 Until such time as the property in the Equipment passes to the Customer (and providing the Equipment is still in existence and has not been resold), Skip Hire shall be entitled at any time to require the Customer to deliver up the Equipment or (at Skip Hire's option) Skip Hire shall be entitled (and the Customer hereby irrevocably authorises Skip Hire) to enter upon any premises of the Customer or their agent where the Equipment is stored and to repossess the Equipment.
11. **Risk and Title to Equipment (applicable to Contracts for the hire of Equipment only)**
- 11.1 Risk in the Equipment will pass immediately to the Customer when they leave the physical possession or control of Skip Hire or their agent.
- 11.2 Risk in the Equipment hired will not pass back to Skip Hire from the Customer until the Equipment is back in the physical possession of Skip Hire or its agent. This shall apply even if Skip Hire has agreed to cease charging for the hire of the Equipment.
- 11.3 Title in the Equipment hired remains at all times with the Owner. The Customer has no right, title or interest in the Equipment except that it is hired to the Customer.
- 11.4 The Customer must not deal with the title or any interest in the Equipment hired. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, exercising a lien and/or lending.
- 11.5 Skip Hire may provide insurance in respect of the Equipment hired at additional cost to the Customer. Alternatively, Skip Hire may require the Customer to insure that the Equipment on such reasonable terms and for such responsible risk as Skip Hire may specify. The proceeds of any such insurance shall be held by the Customer in trust for Skip Hire and be paid to Skip Hire on demand. The Customer must not compromise any claim in respect of the Equipment and/or any associated insurance without the written consent of Skip Hire
12. **General**
- 12.1 If any term or provision in these conditions shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Conditions but the validity and enforceability of the remainder of these Conditions shall not be affected.
- 12.2 The waiver by or failure of Skip Hire in insisting in any one or more cases upon the performance of any provision of these Conditions shall not be construed as a waiver of Skip Hire's rights to future performance of such provisions and the Customer's obligations in respect of future performance shall continue in full force and effect.
- 12.3 The Contract shall be governed by the Laws of England and the Customer and Skip Hire hereby irrevocably submit to the exclusive jurisdiction of the English Courts.
- 12.4 In any legal proceedings between Skip Hire and the Customer the Certificate of the duly authorised representative of Skip Hire as to date of delivery of the Equipment and the date of its collection by Skip Hire or their Agent shall be conclusive evidence of the facts stated therein.