



Company Reg:07656615

VAT#: 117384513

Tel: 01438 869000 Or: 01462 743828
Email: info@eco-war.co.uk Website: www.eco-war.co.uk
Address: Unit 5, Hullocks Pit Hill, Newnham, Herts, SG7 5JX

Application for Credit Form

To apply for a Credit Account with Eco Waste and Recycling please complete this form accurately and make sure the Terms and Conditions are signed (see page 4).

Are you applying as a (circle below):
Limited Sole trader Partnership Charity Other (please specify)

Full trading Company or Individual name
Type of Business or Occupation

Invoice Address:

Post Code

Director's Name
Telephone Number Fax No
Email Address

Company Registration No. Date Registered

Registered office address if different from above:

Invoice Address
Post Code

IF SOLE TRADER or PARTNERSHIP:

Home address of Sole trader/Partners:
Address:
Post Code

Director's Name
Telephone Number Fax No
Email Address

Is this different to the Invoice address (Circle): YES or NO

(Sole trader only) Date of Birth
(Please note this is a requirement under the Data Protection act 1998 to ensure any searches are under taken against the correct person)



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Please supply the name and address of two suitable trade references:

<u>1<sup>st</sup> Trade Reference</u>	<u>2<sup>nd</sup> Trade Reference</u>
.....	.....
.....	.....
.....	.....
.....	.....
Tel: ..... Fax: .....	Tel: ..... Fax: .....
How long have you been trading with the above? .....	How long have you been trading with the above? .....

Estimated Monthly Trade .....

(Please note, this is your estimated monthly trade with us)

Name and Address of Bankers

.....  
.....

Sort Code .....Account No .....

Please complete the above form; making sure the terms and conditions are signed on page 4. All completed applications need to be posted or emailed to:

Eco Waste and Recycling,  
Unit 5 Hullocks Pit Hill,  
Newnham,  
Hertfordshire,  
SG7 5JX

info@ecowasteandrecycling.co.uk

## Company terms and conditions on hire and sale items

### 1. GENERAL

#### a. Definitions

This Contract is for the hire of items and accessories ("Equipment") and the sale of 'resale' goods ("Goods") detailed, and the parties to the Contract are:

- i. The person, firm, company or other organisation hiring the Equipment and/or purchasing the goods ("Hirer").
- ii. Eco waste and recycling Limited, (Company Number 7656615), Registered address as Ashleys Accountants, Invision House, Wilbury Way, Hitchin, Hertfordshire, SG4 0TY. Our trading address is, Eco waste and Recycling Limited, Unit 5, Hullocks Pit Hill, Newnham, Hertfordshire, SG7 5JX
- iii. Any condition deemed invalid will not affect other conditions. Nothing in the Contract is intended to limit a consumer's existing legal rights.
- iv. From here on Eco waste and recycling Limited will be abbreviated to EWAR Ltd

#### Extent of Contract and Cancellation

The Contract is not assignable and is effective when EWAR Ltd accepts the Hirer's detailed order. EWAR Ltd reserves the right to charge for cancellation. Hires to individuals or partnerships of individuals (or other unincorporated body of individuals) shall not be for a period in excess of three months; the Hirer in these circumstances must inform EWAR Ltd of contract end at least 5 working days before our required pick up date if the hirer has ordered skips, any other items hired from EWAR Ltd the Equipment must be returned before the last day of the three month period by the hirer.

#### Termination

EWAR Ltd may terminate the Contract and repossess Equipment without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings.

#### Ownership of Equipment and Goods

Equipment hired remains the property of EWAR Ltd at all times. Ownership of Goods purchased transfers only when full payment is received by EWAR Ltd.

#### One Call Conditions

When EWAR Ltd acts as managing agent for the sourcing of Equipment specific conditions may apply. The Hirer will be advised prior to Contract commencement and those conditions will apply concurrently with these conditions.

### 2. HIRE CHARGES

#### a. Basis of charging

The stated hire charges are for the duration of the Contract and include Saturdays, Sundays and Public Holidays. The amount of any deposit or charges are detailed in the Contract and are based on the current EWAR Ltd price list and can be issued in writing by contacting our trading office.

#### b. Transport charges

The price of the skip includes delivery and collection. Where Skips are cancelled whilst en-route to site or upon delivery or attempted collection, a charge will be made to cover the cost of the aborted journey. This cost is variable depending on the type of skip vehicle and the distance travelled.

#### c. Deposits

Deposits are set by EWAR Ltd at amounts reasonably required and will be offset against any monies due. In the case of skip hire, all charges shall be paid in advance of delivery or exchange.

#### d. Cleaning and damage repair

The Hirer will pay for required cleaning and where appropriate the conditions in 4(a) apply, breakages and damage repair.

#### e. Loss of Equipment

EWAR Ltd will treat Equipment unavailable for inspection after reasonable notice as lost and the Hirer will pay a penalty charge for Equipment replacement and revenue loss. Hire charges accrue until full settlement is made.

### 3. PAYMENT

#### a. Payment Terms

If EWAR Ltd has granted a credit account to the Hirer then payment of any charges or any other sums due under this Contract, including VAT, shall be made in full cleared funds by the end of the month following the date of the invoice. Where a credit account has not been granted then payment of any charges or any other sums due under [the][this] Contract shall be made with the Hirer's order for the Equipment or Goods. Payment by the Hirer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to have been made until EWAR Ltd has received cleared funds or cash.

#### b. Invoice Queries

The Hirer should notify EWAR Ltd of any queries concerning invoices in writing within 14 days of the invoice date. EWAR Ltd will not grant an extension to credit account payment terms for unresolved invoice queries that have been notified after 14 days have elapsed from the invoice date.

#### c. Overdue Accounts

Should any portion of an account fall overdue then the total account will become due on demand. The Hirer will be liable for reasonable legal charges incurred by EWAR Ltd in the recovery of amounts due, Equipment and/or Goods. In addition EWAR Ltd may charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1988 at Bank of England base rate plus 4% and/or may suspend further services to the Hirer.

#### d. Credit Limits

Where EWAR has granted a credit account to the Hirer, EWAR Ltd may set a reasonable credit limit. EWAR Ltd reserve the right to terminate or suspend the Contract if allowing it to continue would result in the Hirer exceeding his credit limit or the Hirer has already exceeded his credit limit.

### 4. DAMAGE TO HIRE ITEMS

#### a. Damage

Any damage to hire items and equipment will be charged at the current market value for new or repairs. The hirer must Show that he has followed the procedures below when reporting any damage or thefts.

- i. The Hirer must be able to demonstrate that reasonable care has been taken to prevent loss.
- ii. Theft of Equipment must be reported to the Police and a crime reference number obtained.
- iii. The Hirer must notify EWAR Ltd within 48 hours of the theft and obtain an EWAR Ltd Theft report Form. The completed form must be returned to our full trading address and headed to the accounts director.
- iv. Exclusions - Loss penalty charges will not be waived under the following circumstances:
  - i. Theft of consumable 'resale' Goods.
  - ii. Loss due to the dishonesty of any Hirer's employee.
  - iii. Theft from a vehicle where the Equipment was left visible and unattended.
  - iv. Loss of Equipment revealed only when an inventory is made.
  - v. Loss arising from civil disturbance.
  - vi. Loss occurring outside the UK and Eire.

### 5. HIRER'S RESPONSIBILITIES

#### a. Inspection and receipt of Equipment and Goods

The Hirer will sign to acknowledge receipt at delivery/handover. Shortages must be agreed and noted on the Contract/delivery document. Equipment defects should be reported to EWAR Ltd immediately by telephone.

#### b. Delivery/collection of Equipment and Goods

The Hirer will provide adequate delivery and collection access. Equipment transported in the Hirer's own vehicle is at the Hirer's risk. If EWAR Ltd try to deliver any hire item and access to site is restricted or unattainable due to the wrong access information being supplied by the hirer, all associated costs for transportation will be charged to the hirer. This charge will be issued even if the item has not been delivered.

#### c. Skip Hire

Hazardous wastes are not permitted unless previously agreed with the company. The hirer is responsible for organising lights and cones for skips left on the highway. Where the vehicle has to leave the public highway at the hirer's request, any damage to pavements, pathways etc shall be the responsibility of the hirer. The hirer shall not:

- i. Overload the equipment
- ii. Set fire to the contents of the equipment
- iii. Add on or attach to the equipment any sign writing, lettering or advertisement
- iv. Move the equipment

#### d. Licences for roads and public highways:



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EWAR Ltd will have to be informed of all requirements for delivery if the hire item is a skip and it is to be used on public highway. Licences need to be obtained from the council borough that the skip is to be placed and hired (its standing point). This licence can be obtained by EWAR Ltd but we will require 3-5 days notice to acquire the licence. All associated costs for the licence will be charged to the hirer plus EWAR Ltd standard mark up fee of 20%.

- e. **Security of Equipment**  
The Hirer accepts responsibility for Equipment security until its collection by or return to EWAR Ltd and undertakes not to sell or relinquish possession, alter, repair or modify it in any way.
- f. **Safe use of Equipment and breakdown procedure**  
The Hirer is responsible for the safe and correct operation of Equipment (conforming to relevant legislation) by competent persons not under the influence of alcohol or drugs and for its constant supervision within the range of children. The Hirer will immediately notify EWAR Ltd of any Equipment breakdown or shortcoming without attempt at repair. The Hirer will ensure any non-EWAR Ltd Equipment used in conjunction with or attached to Equipment also conforms to safety requirements.
- g. **Return or collection of Equipment**  
The Hirer may arrange for the return or collection of Equipment with EWAR Ltd during normal business hours. The Hirer will remain liable for ongoing hire charges until equipment has been collected. When the Hirer requests collection of Equipment from EWAR Ltd the Hirer remaining responsible for the Equipment, and in particular its security, until actual collection.
- h. **Lost or stolen Equipment**  
The Hirer agrees to insure Equipment on a full replacement basis against the risks of loss, theft and damage beyond economic repair and on demand to pay to EWAR Ltd any insurance claim proceeds. This liability is without prejudice to any EWAR Ltd rights under the Contract. Replacement equipment purchased with insurance claim proceeds is the property of EWAR Ltd.

**6. EWAR RESPONSIBILITIES**

- a. **Hire rates**  
EWAR will maintain the agreed hire rates for the duration of the Contract.
- b. **Safety and operating instructions**  
EWAR will provide appropriate written and/or practical instruction in the safe and correct operation of Equipment.
- c. **Delivery and collection**  
Following the Hirer's request, EWAR Ltd will endeavour to deliver or collect Equipment during the next business day, wherever possible.
- d. **Returned Goods**  
EWAR Ltd will arrange an appropriate credit where the Hirer returns in unused condition Goods sold for use with Equipment.
- e. **Limitation of liability**  
The liability of EWAR for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of Equipment and/or Goods, unsuitability, breakdown, stoppage or lawful repossession.

**7. DATA AND PAYMENT PROTECTION**

- a. **Personal Information**  
Any personal contact information gathered for sale or hiring purposes will not be used by any other party, the information you provide is on a secured server with 128bit encryption. Depending on your browser settings we may use cookies to store information on your shopping cart. No personal information is stored or used within any of the cookies.
- b. **Payment Information**  
Your payments are handled directly with SagePay using the SagePay payment gateway. We DO NOT see, hold or store any credit or debit card information this is handled by SagePay who then credit our business bank account held with HSBC.

SIGN:.....

PRINT: .....

POSITION: .....

DATE: .....

**THE BELOW BOXES ARE FOR ECO WASTE ONLY**

Credit Check	1 <sup>st</sup> Reference	2 <sup>nd</sup> Reference	Terms and Conditions	Passed By	Account No.