

## REQUEST TO OPEN A TRADE ACCOUNT

|                                                            |  |
|------------------------------------------------------------|--|
| Requested by Stuart Power Employee:                        |  |
| Date Account to be activated by:                           |  |
| I/We request you to open a credit account in the name of   |  |
| Name:                                                      |  |
| Address 1:                                                 |  |
| Address 2:                                                 |  |
| Address 3:                                                 |  |
| Post Code:                                                 |  |
| Tel:                                                       |  |
| Email Address for Accounts:                                |  |
| E-Mail Address To Submit Invoices If Different From Above: |  |
| Company Registration No:                                   |  |
| VAT Reg No:                                                |  |
| Name(s) of Proprietor(s) if not a Limited Company:         |  |

## TRADE REFERENCES (Name and Full Address)

|                                            |  |        |  |
|--------------------------------------------|--|--------|--|
| Trade Reference 1<br>Name and Full Address |  |        |  |
| Tel:                                       |  | Email: |  |
|                                            |  | Fax:   |  |
| Trade Reference 2<br>Name and Full Address |  |        |  |
| Tel:                                       |  | Email: |  |
|                                            |  | Fax:   |  |

I/We hereby apply for a monthly credit account as set out in your Standard Conditions of hire/sale/contract and agree to the terms and conditions of hire/sale/contract.

I/We note that in accordance with your Standard Conditions of hire/sale/contract all goods remain the property of Stuart Plant Ltd t/a Stuart Power until paid for in full.

I/We agree to pay in accordance therewith for any goods/services supplied by you.

All accounts are strictly net and payable 30 days from date of invoice.

I/We note that it is our responsibility to hold adequate insurance cover for the equipment supplied throughout the term of hire and to provide evidence to you of this cover.

|                                             |  |
|---------------------------------------------|--|
| Expected maximum amount of credit required: |  |
| Signature:                                  |  |
| Print Name:                                 |  |
| Position:                                   |  |



**16. CHANGE OF SITE**

16.1 The plant shall not be moved from the site to which it was delivered or consigned without the authority of the Owner, such authority to be confirmed in writing.

**17. RETURN OF PLANT FOR REPAIRS**

17.1 If during the hire period the Owner decided that urgent repairs to the plant are necessary he may arrange for such repairs to be carried out on site or at any location of his nomination. In the event the Owner shall be obliged to replace the plant with similar plant if available, the Owner paying all transport charges involved. In the event of the Owner being unable to replace the plant he shall be entitled to determine the Contract forthwith by giving written notice to the Hirer. If such determination occurs:

17.1.1 Within three months from the commencement of hire the Owner shall pay all transport charges involved, or,

17.1.2 More than three months but less than six months from six months from the commencement of hire the Owner shall be liable only for the cost of reloading and return transport.

**18. BASIS OF CHARGING**

18.1 The Hirer shall render to the Owner for each working week an accurate statement of the number of hours the plant has worked each day. Where the plant is accompanied by the Owner's driver or operator, the Hirer shall sign the Employee's Time Record Sheets daily or weekly. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the Time Record Sheets.

18.2 Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to the Hirer's misuse, misdirection or negligence, subject however to the provisions of Clause 8 of this Agreement.

18.3 Breakdown time shall be allowed for not exceeding 8 hours each day on Monday to Sunday less actual daily hours worked.

18.4 Plant shall be hired out at 'per day' or 'per week' or 'per hour' for a minimum period, for a day of 8 hours or for a week of 56 hours or such other period as may be mutually agreed between the Owner and the Hirer. In the case of plant hired 'per week' for a minimum period, odd days at the beginning and end of the hire period shall be charged pro rata.

18.5 Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time up to a maximum of 2 hours for any one stoppage and any excess will be treated as breakdown time.

18.6 In the case of plant which requires to be dismantled for the purpose of transportation, if the Owner agrees to a modification of the hire charge for the period required for assembling on site and dismantling upon completion of hire, such modification of the hire charge and the period for which it shall apply shall be stated on the Hire Contract.

**19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS**

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

**20. PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS**

20.1 The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance at the rate of one-fifth of the agreed weekly rate or one-twentieth of the agreed monthly rate will be made for each full working day broken down calculated to the nearest half working day. No allowance will be made for breakdowns on Saturdays or Sundays.

**21. PLANT HIRED BY THE WEEK OR THE HOUR FOR A MINIMUM OF 56 HOURS PER WEEK OR A DAY OF 8 HOURS**

21.1 If no breakdown occurs, the full hire for the minimum period in the Contract will be charged and an additional pro rata charge will be made for hours worked in excess of such minimum period. The stipulated minimum number of hours can be worked at any time during the minimum period of a week. Allowance will be made for breakdowns up to 8 hours providing always that where the actual hours worked are in excess of the minimum period less breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time. The minimum week of 56 hours shall be reduced by 8 hours Monday to Sunday for each day's statutory holiday occurring in such weeks, provided that the plant does not work on the holiday.

**22. 'ALL-IN' RATES**

22.1 Where 'All-In' rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein, subject to the provisions of Clause 26.

**23. COMMENCEMENT AND TERMINATION OF HIRE (Transport of Plant)**

23.1 The hire period shall commence from the time when the plant leaves the Owner's depot or place where last employed and shall continue until the plant is received back at the Owner's named depot or equal, but an allowance shall be made of not more than one day's hire charge each way for travelling time. If the plant be used on day of travelling, full hire rates shall be paid for the period of use on that day. If more than one day be properly and unavoidably occupied in transporting the plant, a hire charge at idle time rates shall be payable for such extra time, provided that where plant is hired for a total period of less than one week, the full hire rates shall be paid from the date of despatch to the date of return to the Owners named depot or equal.

23.2 An allowance of not more than one day's travelling time shall be allowed when the plant is travelling to a site other than that specified in the Contract provided that:

23.2 An allowance of not more than one day's travelling time shall be allowed when the plant is travelling to a site other than that specified in the Contract provided that:

23.2.1 Consent to such transfer has been given by the Owner under Clause 16, and,

23.2.2 The plant is moved by means other than under its own power, and,

23.2.3 The plant shall have been on the site specified in the Contract or on any other site to which consent to transfer has been given under Clause 16 for a period of at least 14 days.

**24. NOTICE OF TERMINATION OF CONTRACT**

24.1 Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable by seven days' notice in writing given by either party to the other (except in cases where the plant has been lost or damaged). In the event of the Hirer desiring to terminate the Contract and failing to give such notice, hire for the period of the seven days' notice shall be chargeable at the idle time rates in lieu. Notice given by the Hirer to the Owner's driver or operator shall not be deemed to constitute compliance with the provisions of this Clause.

**25. IDLE TIME**

25.1 When plant works for any time during a guaranteed minimum period, then the whole of that guaranteed minimum period shall be charged as working time. If plant is idle for the whole of a guaranteed minimum period, the charge shall be two thirds of the hire rate. In any case no period less than one day shall be reckoned as idle time. Where an 'All-In' rate is charged, idle time is charged on the machine element only. Full rate will be charged for the operator.

**26. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT**

26.1 All chargeable items shall be paid by the Hirer at the rates contracted save that any subsequent increase before and/or during the hire period arising from awards under national wage agreements and/or from increase in the Employer's statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

**27. TRAVELLING TIME AND FARES**

27.1 Travelling time and fares for operators, similar expenses incurred at the beginning and end of the hire period and where appropriate the operator's return fare to his home at periods in accordance with the appropriate national agreement will be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair or maintenance of plant, unless necessitated by the Hirer's negligence, misdirection or misuse of the plant.

**28. FUEL, OIL AND GREASE**

28.1 Fuel, oil and grease shall, when supplied by the Owner, be charged at net cost or an agreed estimate of net cost, and when supplied by the Hirer, shall be of grade or type specified by the Owner.

**29. SHARPENING OF DRILLS/STEELS, ETC**

29.1 Where appropriate, the cost of re-sharpening shall be borne by the Hirer.

**30. OWNER'S NAME PLATES**

30.1 The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the plant indicating that it is his property.

**31. TRANSPORT**

31.1 The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the plant from the Owner's depot or equal to the site and return to named depot or equal on completion of the hire period.

**32. GOVERNMENT REGULATIONS**

32.1 The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including Regulations under the Factories Acts, Health and Safety at Work etc. Act and observance of the Road Traffic Acts should apply, including the cost of Road Fund Licences and any insurances made necessary thereby, save that if and during such time as the plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.

**33. PROTECTION OF OWNER'S RIGHT**

33.1 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the plant except as provided under Clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

33.2 If the Hirer make default in punctual payment of all sums due to the Owner for hire of plant or other charges or shall fail to observe and perform the terms and conditions of this Contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company, shall go into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights in the plant may be prejudiced or put into jeopardy, this Agreement shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature), and it shall thereupon be lawful for the Owner to retake possession of the said plant and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this Condition shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the Contract or damages for breach thereof.

**34. CHANGES IN NORMAL WORKING WEEK**

34.1 The foregoing provisions have been framed upon the basis of the Hirer working a 7-day week of 56 hours; it is hereby agreed that in the event of:

34.1.1 There being any change in the normal weekly hours in the industry in which the Hirer is engaged or

34.1.2 The Contract being made with reference to a 7-day week being worked by the Hirer (either of 56 hours or of such number of hours as may constitute the normal working week in the said industry)

34.2 Clauses 1, 18.3, 18.4, 20 and (in regards to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the 'Hire Rates and Terms' of plant hired for minimum weekly or daily period shall be varied pro rata.

**35. ENFORCED TRANSFERENCE OF CONTRACT**

35.1 In the event of any item of the plant comprised in this Hire Contract being used by the Hirer on or in connection with a Contract for the construction of works or buildings and of a forfeiture of such Contract being made by the Employer there under, the Owner will upon request in writing made by the Employer within seven days after the date when such forfeiture has become effective and on such Employer undertaking to pay all hire charges therefore from such last mentioned date, hire such item or items to the Hirer upon the same terms in all respects as are herein contained save that notwithstanding the provisions of Clause 33 hereof such Employer shall be entitled to permit the use thereof by any other Contractor employed by him for purpose of completing the works or buildings comprising in such Contract.

**36. ARBITRATION**

36.1 If during the continuance of the Contract or at any time thereafter any dispute, difference or question shall arise between the Owner and the Hirer in regard to the Contract or the construction of these Conditions or anything therein contained or the rights or liabilities of the Owner or the Hirer such dispute, difference or question shall be referred pursuant to the Arbitration Act 1950, or the Arbitration (Scotland) Act 1894 as the case may be or any Statutory modification thereof, to a Sole Arbitrator to be agreed upon by the Owner and the Hirer and failing agreement to be appointed at the request of either the Owner or the Hirer by the President for the time being of the Institution of Mechanical Engineers.

