



Your Details

Title _____ First Name _____ Last Name _____ Job Title _____

Company Details

Type of Business Ltd Company / PLC Non Ltd Company Sole Trader / Partnership Individual

Full Legal Company Name _____ Company Registration number _____

Trading Address _____ Invoice Address _____

_____ Post code _____ Post code _____

Primary telephone number _____ Mobile telephone number _____

Email Address _____ Credit Limit required (£) _____

Business Owner / Director Details (Sole Trader / Partnership only)

Please provide the following details for all Owner / Directors of the business. NB. If less than two years at current address, please state previous address.

Full name _____ Full name _____

Home Address _____ Home Address _____

Date of Birth _____ Date of Birth _____

Trade References

Full company name _____ Full company name _____

Address: _____ Address _____

Contact name _____ Contact name _____

Telephone number _____ Telephone number _____

Bank Details

Bank _____ Account Name _____

Address: _____ Account Number _____

Telephone Number _____ Contact name _____

Invoicing and Management Information

All MEP Hire invoices and statements are delivered electronically For access to Live Hire reports, copy invoices and order history

Email Address _____ Email Address _____

Customer declaration

I confirm that I am authorised to apply for a trade account on behalf of the above customer and that I have authority to place future orders on the Customer's behalf.

I have read, understand and accept Hire Station Limited t/a MEP Hire's Standard Conditions for Hire and Sale of Products which shall apply to all future transactions (unless agreed in writing otherwise by a Company Director). I have also read and accept the limitations on your liability.

I confirm that payment will be made End of Month following month of Invoice and any variation to these payment terms must be agreed in writing. I also confirm that I understand that we are responsible for the replacement cost of any hired equipment should the equipment be damaged or lost whilst on hire to us. I also confirm our consent to your processing of personal data which includes use for marketing purposes and credit referencing purposes.

Signed _____

Print _____

Position _____

Date _____

Supplementary information required – tick to confirm enclosed

- Utility bill (showing telephone number and trading address as shown in company details)
- Valid Plant Insurance Certificate

Keeping you informed

Please tick the box if you do wish to receive product updates by letter, phone or email about new products, services and additional benefits that we believe may be interest to you.

Guarantee

I (the undersigned) agree that all transactions of hire or sale entered into by my company (known as "The Customer") shall be subject to Hire Station Limited t/a MEP Hire's Standard Conditions for Hire and Sale of Products, as the case may be, operative at the time of any contract of hire or sale. I will make full settlement of all monies due within one month from the date of MEP Hires's invoice and answered all questions on this application form truly and fully. I hereby, personally guarantee payment in respect of all sums due from my company ("The Customer") to MEP Hire, together with all ancillary costs incurred. I have retained a copy of this form for my records.

Signed _____

Print _____

Position _____

Date _____

Office use only

CRM prospect No _____ Verification check _____

Account Number _____ Account Manager _____

Credit Limit _____

Please return the signed application form and additional documents to:

mepnewaccounts@vpplc.com or MEP Hire, Fields Farm Road, Long Eaton, Nottinghamshire, NG 10 3FZ

attached to these Terms and Conditions and posting it to the Supplier at the address on the form.

10.8 Returns can be made to any of the Supplier's branches.

10.9 The Customer will be responsible for the cost of returning the item to the Supplier, and if it fails to do so, and the Supplier has to collect it from the Customer, the Supplier will deduct the direct costs of doing so from the Customer's refund.

10.10 The Supplier will endeavour to refund any money received from the Customer using the same method originally used by the Customer to pay for the purchase.

10.11 The Supplier may reduce any refund (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by the Customer's handling them in a way which would not be permitted in a shop. If the refund is paid before the Supplier is able to inspect the Goods and it becomes apparent that the Customer has acted in an unacceptable way, the Customer must pay the Supplier an appropriate amount.

10.12 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method the Supplier offers.

10.13 Where the product is Services, the Supplier may deduct from any refund an amount for the supply of the Service for the period for which they were supplied, ending with the time when the Customer informs the Supplier it has changed its mind. The amount set out in this clause 11.1 are in addition to any rights the Customer may have under clause 10 (and any other legal rights).

11. TERMINATION BY NOTICE

11.1 If the Hire Period has a fixed duration, then subject to the provisions of clause 12 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.

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

11.3 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.

11.4 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.

11.5 The rights set out in this clause 11.1 are in addition to any rights the Customer may have under clause 10 (and any other legal rights).

12. DEFAULT

12.1 If the Customer:-

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

12.1.2 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;

12.1.3 provides false information to the Supplier;

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

12.1.5 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 its property;

12.1.6 is a bankrupt, or has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;

12.1.7 appears to the Supplier (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract;

12.1.8 fails to return to the Supplier (acting reasonably) to be about to suffer any of the above events; and/or

12.1.9 fails to return to the Supplier the Hire Goods by the due date for return, 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 12.2 below.

12.2 If any of the events set out in clause 12.1 above occurs in relation to the Customer then:-

12.2.1 except where the Customer is acting as a Consumer the Supplier may, 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;

12.2.2 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;

12.2.3 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

12.2.4 (*) all monies owed by the Customer to the Supplier shall immediately become due and payable.

12.3 (*) The Customer warrants that the Supplier shall have all rights, licences and permissions required to enter the Customer's premises, and the premises of third parties, for the recovery of Sale Goods. The Customer hereby grants the Supplier access to the premises of the Customer or any third party premises where Sale Goods are held) to enable the Supplier to recover the Sale Goods in accordance with clause 12.2.1.

12.4 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.

12.5 (*) The Supplier may recover the costs, including but not limited to the costs of replacement in respect of damaged Goods, arising from the breach of clause 12.2.1-12.2.4 shall limit the Supplier's right to recover such costs. The Supplier may recover the costs, including but not limited to the costs of replacement and recovery, in respect of Goods which the Supplier has been unable to collect because they have not been made available for collection by the Customer in breach of this agreement, and nothing in clauses 12.2-12.4 shall limit the Supplier's right to recover such costs.

12.6 Upon termination of the Contract the Customer shall immediately:-

12.6.1 return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives (and the provisions of clauses 12.2 to 12.5 in respect of access to premises for this purposes shall apply); and

12.6.2 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 including, but not limited to, the cost of returning the Goods.

13. LIMITATIONS OF LIABILITY

13.1 Subject to clause 13.2 the Supplier warrants that:

13.1.1 it will carry out any Services under the Contract with reasonable skill and care; and

13.1.2 the Goods will conform in all material respects with their description, be of satisfactory quality, and be reasonably fit for the purposes for which products of that kind are commonly supplied.

13.2 The warranty in clause 13.1 shall apply for six months from when the Goods were hired or sold (as the case may be), or if shorter, and in respect of Hire Goods, the duration of the hire. For the avoidance of doubt, the warranty in clause 13.1 does not apply to the sale of second hand/ex-hire goods.

13.3 (*) The Supplier will not be liable under the warranty above to the extent that Goods are covered by the manufacturer's warranty.

13.4 (*) 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.

13.5 (*) The Customer warrants that (where they have been made available by the Supplier) it has inspected the Goods prior to the supply and is satisfied that the Goods are suitable for its needs save that the Customer shall not be in breach of this clause in respect of any Goods, where the Supplier is in breach of the warranty set out at clause 13.1, in respect of those Goods.

13.6 (*) If the Supplier is held 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.

13.7 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.

13.8 (*) 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. The Customer's remedy for any breach of any of the warranties or representations set out in the Contract (whether made innocently or negligently) by the Supplier is limited to breach of contract.

13.9 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.

13.10 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.

13.11 (*) 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. The Customer remains liable for the Goods notwithstanding that the Supplier or Customer has insurance in place which would indemnify either the Supplier or the Customer.

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

13.12.1 consequential losses;

13.12.2 loss of profits;

13.12.3 loss of income;

13.12.4 economic and/or similar losses;

13.12.5 loss of anticipated savings;

13.12.6 loss of data;

13.12.7 wasted management or office time;

13.12.8 business interruption, loss of business, contracts and/or opportunity

13.12.9 special damages and indirect losses however so arising; and/or

13.12.10 loss resulting from any inability to carry out any operations. For example, the Supplier shall not have any Liability if the Customer cannot complete a task because the Supplier supplied the wrong Goods

13.13 (*) The Supplier's total Liability to the Customer under and/or 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.

13.14 Each of the limitations and/or exclusions in this Contract shall be deemed to be reduced or waived to the extent specified in respect of each of:-

13.14.1 Liability for breach of contract;

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

13.14.3 (*) Liability for breach of statutory and/or common law duty; except clause 13.9 above which shall apply once only in respect of all the said types of Liability.

13.15 If the Customer is a Consumer, the Supplier has no liability for anything of which the Supplier was not aware or which could not have reasonably foreseen. However, the Supplier is not liable to a Consumer in respect of any business losses.

13.16 Regardless of anything else in the Contract, nothing in the Contract restricts the Supplier's Liability for (a) death or personal injury resulting from negligence for which it is responsible; (b) fraud; (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979; (d) defective products under the Consumer Protection Act 1987 (to the extent that this liability cannot be excluded or limited by law).

14. GENERAL

14.1 Upon termination of the Contract the provisions of clauses 4.2, 4.4, 4.6, 7, 8, 9.1 and 9.3 shall continue in full force and effect.

14.2 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.

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

14.4 When dealing as a Consumer, if the Customer has any questions or complaints it may contact the Supplier by telephoning its customer service team on 0161 888 5110 or by e-mail at onecall.customerfeedback@vpplc.com.

14.5 (*) The Customer agrees to indemnify and keep indemnified the Supplier against all and any claims, damages, costs and expenses (including but not limited to 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.

14.6 (*) The Supplier may source Hire Goods from a third party. The Customer shall indemnify the Supplier against any Liability arising out of, or connected to, any claim brought by that third party, save to the extent that the Liability was a result of the Supplier's breach of the Contract or negligence.

14.7 (*) 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.

14.8 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.

14.9 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.

14.10 The Provision and Use of Work Equipment Regulations 1998 requires the Supplier to provide all of the necessary components to erect tower scaffold safely in accordance with the manufacturer's instructions. The Supplier does not accept any liability for any accidents caused by the Customer's use of incomplete towers, or the Customer's failure to erect the tower scaffold in accordance with the manufacturer's instructions.

14.11 The Supplier may transfer, assign, charge, or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract, save that, where the Customer is a consumer, the Supplier warrants that the Customer's rights shall not be reduced or prejudiced in any way as a result of such transfer, assignment, sub-contract, or other disposition.

14.12 The Supplier may subcontract its obligations under the Contract but the Supplier shall remain liable for the performance of its obligations to the same extent as it would have been but for the subcontracting.

14.13 (*) These terms and conditions and any Confirmation constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.14 (*) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the terms and conditions or any Confirmation. Each party agrees that it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement, based on any statement in this agreement.

14.15 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.

15. ADDITIONAL CONDITIONS

15.1 The Supplier may insert and present any balance due and unpaid where the Customer has signed a blank or nil value debit or credit card voucher. The Supplier may also present interim payments in respect of any monies due from the Customer under the Contract by credit or debit card at any stage of the Contract.

16. DAMAGE WAIVER

16.1 The Supplier may offer at its sole discretion a damage waiver service ("Damage Waiver") for certain Hire Goods upon payment of an additional charge (the "Damage Waiver Charge"). Where Damage Waiver is available as an option and the Customer has paid the appropriate Damage Waiver Charge, the Supplier will waive up to £2,000.00 of the cost that would otherwise be payable by the Customer in respect of any accidentally damaged Hire Goods subject to the following terms. The Supplier reserves the right not to offer the Damage Waiver to particular customers in its absolute discretion and at any time, and further reserves the right to withdraw the Damage Waiver service at any time (on written notice). For the avoidance of doubt, where the Damage Waiver applies the Customer will still be liable for damage to Hire Goods over and above the £2,000.00 Damage Waiver limit in accordance with the remaining terms of this Contract.

16.2 The Damage Waiver does not apply and the Customer will remain fully responsible for damage to Hire Goods if:

16.2.1 damage to Hire Goods was directly or indirectly the result of: misuse or use contrary to instructions; or malice or any deliberate act; or negligence or want of care; or an act or omission by any person who is not the Customer or in the Customer's direct employment; or failure to

use and maintain the Hire Goods in accordance with the manufacturer's guidelines.

16.2.2 The Hire Goods are lost or stolen or not returned to the Supplier.

16.2.3 damage is not reported to the Supplier within 48 hours of the damage occurring or is caused by chemical spills, paint, concrete, masonry (or similar) spillage or overspray;

16.2.4 damage arises from failure to clean and conduct general routine maintenance of the Hire Goods, where cleaning and maintenance is the Customer's responsibility under the terms of the Contract;

16.2.5 all reasonable steps to protect the Hire Goods and prevent accidental damage have not been undertaken by the Customer;

16.2.6 any credit account of the Customer is in arrears at the time the Customer submits a Damage Waiver claim;

16.2.7 damage is the result of a breach by the Customer of any of the terms of the Contract.

16.3 The Damage Waiver is not an insurance for Hire Goods and does not cover loss or theft of the Hire Goods.

16.4 The Damage Waiver will cease to apply at the end of the relevant Hire Period (or when the Customer stops paying for hire of the relevant Hire Goods, if earlier). Damage Waiver does not provide compensation for loss or damage caused to the Customer or its property or to any third party or their property. The Customer has no right to any refund of the Damage Waiver Charge and there is no cash value to the £2,000.00 Damage Waiver limit or any unused portion thereof.

17. DATA PROTECTION ACT

17.1 The Supplier's privacy policy explains how and why the Supplier collects, stores, uses and shares personal data. Please review the Supplier's privacy policy, which is available on the Supplier's website at www.hiregoods.co.uk.

18. ADDITIONAL TERMS- ONLINE ORDERS ONLY

18.1 The Supplier does not accept orders from Customers based outside the UK (unless expressly agreed otherwise by the Supplier in its absolute discretion and upon notice to the prospective Customer in question).

18.2 By placing an order through the Supplier's website, the Customer warrants that it is legally capable of entering into binding contracts and that the Customer is not a minor.

18.3 After placing an order, the Customer will receive an email from the Supplier acknowledging that the Supplier has received the Customer's order. Please note that this does not mean that the order has been accepted. The Customer's order constitutes an offer to the Supplier to buy/hire the Supplier's Goods (as the case may be). All orders are subject to acceptance by the Supplier, and the Supplier will, if it accepts the order, confirm such acceptance by sending the Customer an email Confirmation that confirms that the Goods are ready for (as applicable) dispatch or collection from the collection outlet specified by the Customer when ordering the Goods. The Contract between the Supplier and the Customer will only be formed when the Supplier sends the Customer the Confirmation (or, if earlier, upon delivery to, or collection by, the Customer of the Goods).

18.4 The Contract will relate only to those Goods the Supplier has confirmed in the Confirmation. The Supplier will not be obliged to supply any other Goods which may have been ordered by the Customer's order until such Goods have been confirmed in a separate Confirmation.

18.5 If the Customer is collecting the Goods, it must collect the Goods within seven days of the date the Supplier sent the Customer the Confirmation, or (if later) within seven days of any specific collection date identified in the Confirmation. If the Customer does not do this then the Supplier may cancel the Customer's order.

18.6 The Supplier has agreed to deliver the Goods, the Goods will be the Customer's responsibility from the time of delivery to the agreed delivery address, or otherwise from the time the Customer collects the Goods from the Supplier's premises.

18.7 Product prices are liable to change at any time, but changes will not affect orders in respect of which a Confirmation has been sent.

18.8 The Customer must notify the Supplier immediately if any employee who has access to the Customer's account, or whose username and password have been employed by the Customer in order that the Supplier can disable the account. The Customer is responsible for all activities which occur under the Customer's username and password, or under the Customer username and password of any of the Customer's employees or agents, save where such activities occur as a result of the Supplier's negligence or fault.

18.9 The Supplier's site contains a large number of Goods and it is always possible that despite the Supplier's best efforts, some of the Goods listed on the Supplier's site may be out of stock or priced. The Supplier will normally verify prices as part of the Supplier's dispatch procedures so that, where the correct price is less than the Supplier's stated price, the Supplier will charge the lower amount when dispatching the Goods to the Customer. If the correct price is higher than the price stated on the Supplier's website, the Supplier will normally, at the Supplier's discretion, either contact the Customer for instructions before dispatching the Goods, or reject the Customer's order and notify the Customer that the Supplier is rejecting it.

18.10 If the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as an error, the Supplier does not have to provide the Goods to the Customer at the incorrect (lower) price.

18.11 Applicable laws require that some of the information or communications the Supplier sends to the Customer should be in writing. When using the Supplier's site, the Customer accepts that communication with the Supplier will be mainly electronic. The Supplier will contact the Customer by e-mail or provide the Customer with information by posting notices on the Supplier's website. For contractual purposes, the Customer agrees to this electronic means of communication and the Customer acknowledges that all contracts, notices, information and other communications that the Supplier provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.

18.12 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the parties having to go to court. If the Customer is a Consumer, and is not happy with how the Supplier has handled any complaint, it may want to contact the alternative dispute resolution provider used by the Supplier. If the Consumer's complaint cannot be resolved, the Supplier will contact the Consumer directly with its choice of alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

MEP Hire - Fields Farm Road, Long Eaton, Nottingham, NG10 3FZ
Tel: 0115 973 7400 MEPCommercial@vpplc.com
Amended Version as at November 2019

Schedule 1 - Model Confirmation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To MEP Hire, Fields Farm Road, Long Eaton, Nottingham, NG10 3FZ
Tel: 0115 973 7400
MEPCommercial@vpplc.com

I/We [] hereby give notice that I/We [] cancel my/our [] contract of sale of the following goods []/for the supply of the following service [],

Ordered on []/received on [],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date
[] Delete as appropriate