



## **New Account Application Pack**

**Please use the checklist below to ensure you provide the correct documents so that we can quickly set-up your account.**

### **Limited Companies**

- |   |                          |
|---|--------------------------|
| Account Form                                      | <input type="checkbox"/> |
| Copy of company letterhead or recent utility bill | <input type="checkbox"/> |
| Two Trade references                              | <input type="checkbox"/> |
| Bank account details                              | <input type="checkbox"/> |
| HireGuard Hired-in Plant insurance                | <input type="checkbox"/> |

### **Non-Limited Business**

- |                                    |                          |
|------------------------------------|--------------------------|
| Account Form                       | <input type="checkbox"/> |
| Photographic ID of all partners    | <input type="checkbox"/> |
| Two Trade references               | <input type="checkbox"/> |
| Bank account details               | <input type="checkbox"/> |
| HireGuard Hired-in Plant insurance | <input type="checkbox"/> |

### **Pay As You Go Account Customers**

- |                                    |                          |
|------------------------------------|--------------------------|
| Account Form                       | <input type="checkbox"/> |
| Photographic ID                    | <input type="checkbox"/> |
| Utility Bill/Official document     | <input type="checkbox"/> |
| HireGuard Hired-in Plant insurance | <input type="checkbox"/> |

**Organisation Information**

**Business Type** (Please circle):      *Limited Company*                      *Partnership*                      *Individual*

Please Supply Company Letterhead

**Account Type**      *Pay As You Go / Credit*

**Credit Required:**

**Customer Name** (Individual or Company) \_\_\_\_\_

**Trading As** (if different) \_\_\_\_\_

**Company Reg No.** \_\_\_\_\_

**Registered Address** (Please supply Letterhead/utility bill) \_\_\_\_\_

\_\_\_\_\_ **Post Code** \_\_\_\_\_

**Address For Accounts** (If different from above) \_\_\_\_\_

\_\_\_\_\_ **Post Code** \_\_\_\_\_

**Uk Landline / Mobile** \_\_\_\_\_ **Email** \_\_\_\_\_

**Principal Directors**  
(Please include home address. Photocopy of ID will be required for non-limited applications)

**Name:** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**Postcode** \_\_\_\_\_ **I/D required - Y/N** **Type - Driving Licence/Passport**

**Name** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**Postcode** \_\_\_\_\_ **I/D required - Y/N** **Type - Driving Licence/Passport**

## References and Payments

### Trade References

Company Name \_\_\_\_\_

Trading As If Different \_\_\_\_\_

Registered Address \_\_\_\_\_

Postcode \_\_\_\_\_

Company Name \_\_\_\_\_

Trading As If Different \_\_\_\_\_

Registered Address \_\_\_\_\_

Postcode \_\_\_\_\_

### Bank Reference

Bank/Building Society \_\_\_\_\_

Registered Address \_\_\_\_\_

UK Landline Telephone Number \_\_\_\_\_ Postcode: \_\_\_\_\_

Name Of Account Holder \_\_\_\_\_

Bank/Building Society Number: 

--	--	--	--	--	--	--	--	--	--

Branch Sort Code: 

--	--	--	--	--	--

### Ways to Pay

- BACS
- Credit/Debit Card – Please contact the Hire Desk on 01522 852 506

**Our Bank Details – Sort code 60-13-15 Account Number 29448026 Bank Name- NatWest**

**Hired-In Plant Insurance and T&Cs**

**Insurance cover**

Do you have an insurance policy covering hired in plant insurance?

Yes - Please attach copy of insurance cover note

No – We would like to apply for HireGuard and will sign and return the HireGuard application form

N/a

HireGuard insurance information is shown below as part of the account application pack.  
Any questions please call the Hire Desk on 01522 852 506.

We understand and agree that any and all agreements entered into for hire of plant (with or without associated waste services) shall be subject to the TERMS & CONDITIONS FOR THE HIRE OF PLANT/SKIPS/ROLLONOFF CONTAINERS AND FOR WASTE SERVICES - LINDUM GROUP LIMITED (Attached) (the “Lindum Plant Hire Conditions”) along with the **Construction Plant-hire Association Model Conditions for the Hiring of Plant (with effect from July 2011)** (the “CPA Model Conditions”) together with, where applicable or **the CPA Supplementary Conditions Applicable to Tool and Equipment Hire** (the “Supplementary Conditions”). Full text of *our terms and conditions may be found on our website.*

Name (please print): \_\_\_\_\_ Signed: \_\_\_\_\_

Position Held: \_\_\_\_\_ Date: \_\_\_\_\_

For and Behalf of: \_\_\_\_\_

*WE MAY CARRY OUT A CREDIT & ID CHECK / SEARCH FOR THE PURPOSE OF CONSIDERING YOUR APPLICATION, AND BY SIGNING THIS FORM YOU ARE GIVING US CONSENT TO DO SO. GDPR COMPLIANT DATA PROCESSES.*

**Internal use only**

Account lead:

Date:

## HireGuard Hired-In Plant Insurance

Lindum Group Ltd are approved and appointed by HAE Insurance Services to offer HireGuard insurance, which costs **15%** of your total hire invoice (excl. VAT) and will cover you for the following:

- Physical loss or damage at any location in the UK or Western Europe (or other geographical areas as agreed with insurers) including whilst in transit between such locations.
- A limit of liability up to £100,000 for any one occurrence with no single article limit..

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

£1-£500 –	<b><u>£25</u></b>
£501 – £1,000 –	<b><u>£50</u></b>
£1,001 – £2,000 –	<b><u>£75</u></b>
£2,001 – £2,500 –	<b><u>£100</u></b>
£2,501 – £5,000 –	<b><u>£250</u></b>
Over £5,000 –	<b><u>£500</u></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:
  - When such loss or damage results during operation of the complete item of insured property
  - When such loss or damage results from the total loss of the complete item or items of insured property
  - Loss or damage whilst in or on a vehicle unless:
    - All doors are locked and windows / openings are closed and securely fastened whilst unattended
    - Property is securely mounted or fixed to the vehicle or kept in a suitable container whilst in transit
- Loss or damage due to:
  - Cleaning or failure to clean and conduct of routine maintenance of the property
  - Breakdown or breakdown prior to commissioning or wear and tear
  - Wilful act of neglect
- Loss or damage to property on the first insured's premises when not under a Contract with Hire Guard to the second insured.

- Loss or damage due to fraud or dishonesty
- Inventory losses and unexplained losses
- 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 and a copy is available on request.**

**\*I have reviewed the customer summary of Cover for HireGuard and fully understand the scheme and wish this to be raised on all hire contracts:**

**Customer Name:**

**Date:**

**Signature:**



## **Did You Know we do skips as well?**

**“With a full range of chain lift skip sizes from 6yd to 14yd, we can service all of your requirements from small domestic to large commercial projects”**

We provide open top skips with or without drop doors for ease of loading and enclosed skips where security is important.

For those projects where there are large quantities of waste to move quickly Roll-on-Roll-off skips may be the solution. RORO skips are equally useful on industrial premises where waste is generated through manufacturing processes.

Operating our own waste management and recycling operation from our transfer station in Saxilby, we work hard to reduce the amount we send to landfill from our own activities and those of our customers. We recognise that minimising the amount of waste sent to landfill every year is important for environmental and commercial reasons. We have developed our transfer station to accept a wide range of waste types including:

- Construction and Demolition
- Industrial and Commercial
- Domestic
- Agricultural
- Business waste
- Recyclable waste (Paper, cardboard, plastics, metals etc)

Our continued investment in innovative techniques and equipment allows us to segregate your waste into as many recyclable materials as possible. Waste cardboard and papers are given new life by recycling them into new re-usable materials, timber is re-used in different forms such as chipboards or as biomass material for producing energy. Aggregates are crushed and reprocessed to produce high quality aggregates which can be re-used in the construction process under new buildings and roads.

## **Did You Know we also do...**

- Low-loader and Plant Delivery lorry transport moves
- Hiab lifts and moves
- Vehicle & Fleet Maintenance – light and heavy vehicles..
- Plant Maintenance
- MOT & Servicing

**Please call the Hire Desk for more information on any of the above - 01522 852 506**

**Terms – Business**

Rev. Sept 2016

**TERMS & CONDITIONS FOR THE HIRE OF PLANT/SKIPS/ROLLONOFF CONTAINERS  
AND FOR WASTE SERVICES - LINDUM GROUP LIMITED**

**Section 1. GENERAL CONDITIONS**

- 1.1 For the purposes of the Agreement Lindum Group Ltd (trading as Lindum Plant Hire and/or Lindum Waste Recovery) shall be referred to as “the Company” and the person or company entering into the Agreement for hire of plant/skips/roll on roll off (rollonoff) containers or for waste services shall be referred to as “the Customer” (unless Section 3 applies, in which case the Broker is the person or company entering into the said Agreement)
- 1.2 All Customer's standard terms or any other terms or conditions appended to or forming part of any order or request for the hire of plant/skips/rollonoff containers or for waste services shall be deemed to be Null and Void and no terms or conditions other than those expressed herein shall be incorporated into this Agreement or any Agreement for the hire of plant/skips/ rollonoff containers or for waste services made between the parties unless expressly agreed by the parties in writing.
- 1.3 The Construction Plant-Hire Association Model Conditions for the Hiring of Plant (With effect from July 2011) hereinafter referred to as “the C.P.A. Model Conditions” are deemed to be incorporated into and form an integral part of this Agreement for the hire of plant, including the hire of skips and rollonoff containers, made between the parties. A copy of the C.P.A. Model Conditions is available for inspection at Lindum Business Park, Station Road, North Hykeham, Lincoln, or alternatively a copy will be supplied upon request.
- The Customer is advised to familiarise himself/herself with the C.P.A. Model Conditions and his obligations and liabilities there-under – especially clauses 8 and 13 thereof. The Customer is also advised to take out adequate insurance to cover his/her various liabilities under the C.P.A. Model Conditions.**
- 1.4 These terms and conditions shall apply to the Agreement and to all Agreements for the hire of plant/skips/ rollonoff containers or for waste services made between the parties, and shall be additional to the C.P.A. Model Conditions. In the event of a conflict between any provision in the Special Conditions and any other provision herein the Special Conditions herein shall prevail.
- 1.5 **PAYMENT** - All Invoices shall be due for payment by the Customer strictly within 30 days from The end of month following date of invoice.

Where the Company has not agreed to extend credit facilities to the Customer, the Invoice or charge shall be due for payment at least 1 day prior to the day of commencement of the hire or the services (if skips or roll on roll off skips, the date of Order of the skip/ rollonoff container) , and in



any event before the hire or services commence.

In the event that any Invoice becomes overdue for payment ("the event"), the Company shall have the right to commence recovery action in respect of all other unpaid Invoices that have been rendered to the Customer whether or not such Invoices have then become due for payment, and all such Invoices shall be deemed to have become immediately due for payment upon the date of the event.

If at any time the Company owes any monies to the Customer in respect of any other contract or agreement of any kind, whether for work, services or any other reason, the Company shall be entitled to deduct the amount of such monies owed from any payment otherwise due to the Customer under such other contract or agreement and the Customer shall be deemed to have expressly agreed to the same.

- 1.6 **INTEREST** - If any sums are not paid in accordance with Clause 1.5 above, then the Customer shall pay to the Company interest on such sums for so long as they remain or have remained unpaid. Such interest (together with any additional charge entitlement) shall be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. This provision shall not affect the Company's other rights in the event of late or non payment by the Customer.
- 1.7 **FURTHER HIRE** - If any payment due from the Customer remains unpaid after the relevant date for payment, or if the Customer has exceeded any credit limit set by the Company, the Company may refuse any further order or request from the Customer for hire of plant/skips/ rollonoff containers or for waste services.
- 1.8 **INSURANCE** - The Customer shall effect and keep in force policies of insurance against his/her respective liabilities under Statute or at common law in respect of death or injury to any person and damage to or loss of any property real or personal arising from or due to or in connection with the works being carried out by him./her.
- 1.9 **COMPLIANCE WITH REGULATIONS** - The Customer shall be responsible for compliance with all regulations issued by the Government or Local Authority including Building (Safety Health & Welfare) Regulations and all legislation and regulations relating to disposal of waste. For further details concerning waste in particular, please refer to the Special Conditions at clause 2 herein.
- 1.10 **QUOTATIONS** - Quotations provided by the Company shall remain open for acceptance for a period of 28 days from the date of the said quotation.
- 1.11 **CANCELLATION** - Without Prejudice to the provisions of Clauses 23 and 24 of the C.P.A. Model Conditions, in the event that the Customer wishes to cancel the hire or the waste services prior to the commencement of the hire period or the performance of the waste services, the Customer shall give the Company written notice of such cancellation not less than one clear working day prior to the day fixed for the commencement of the hire period or waste services (whichever is the earlier). In the event that the Customer fails to give such notice, the Customer shall be liable for and shall pay to the Company upon demand any loss, cost or expense suffered or incurred by the Company by reason of the Customer's failure to give such notice. **PROVIDED ALWAYS** that this provision shall not affect the Company's other rights in the event of non performance/breach by the Customer.

**Section 2. SPECIAL CONDITIONS RELATING TO WASTE SERVICES AND SKIPS/ROLLONOFF CONTAINERS or by Other Means of Collection/Delivery for Disposal**

**(Additional to the C.P.A. Model Conditions and to the above conditions applicable to the Hire of Skips Etc.)**

- 2.1** The Customer may hire the skip/ rollonoff container for a period of 2 (two) weeks only per load. If the Customer does not notify the Company to collect the skip/ rollonoff container at the end of the two week period, the Company may collect the skip/ rollonoff container regardless of whether it has been filled or partially filled. Any use of the skip/ rollonoff container in excess of the two week period due to the Customer continuing to load the skip/ rollonoff container will be charged for at the current rates.
- 2.2** The Customer shall be responsible for ensuring the following :-
- i)** that any material and the proportions, kinds and quantities of material in any one load, placed into skips/ rollonoff containers or otherwise conveyed collected or delivered for the purposes of the waste services, is in full compliance with the relevant current environmental legislation and regulations.
  - ii)** that the weight of any and all material to be disposed of does not exceed the maximum weight permitted to be carried by the Owner in any vehicle, and does not cause the vehicle to exceed any applicable statutory gross vehicle weight limit.
  - iii)** that when the skip/rollonoff container is on the road or verge or in any other public place all lights are in place, all cones are in position.
  - iv)** that the skip/ rollonoff container door is up when loading is not taking place
  - v)** that the skip/ rollonoff container is not overloaded or filled above the level of the sides
  - vi)** that no fires are lit in the skip/ rollonoff container
  - vii)** that the skip/rollonoff container is not moved, or allowed to be moved, from its delivered position
  - viii)** that NO soil or concrete is placed in any 40 yard rollonoff container. Failing to ensure this may result in rejection of the load and any damage, loss, costs etc. will be charged to the Customer. (Soil and concrete can ONLY be placed in 16 yard skips)
  - ix)** that none of the following material is placed into skips/ rollonoff containers or into loads to be otherwise conveyed collected or delivered for the purposes of the waste services :-
    - Soil or concrete in any 40 yard rollonoff containers (soil or concrete may only be placed in 16 yard skips)
    - Asbestos

- Chemicals or liquid waste of any kind
- Tyres of any kind, rubber vehicle tracks and rubber belting
- Clinical waste
- Drums
- Gas bottles or containers
- Contaminated or Hazardous waste of any kind without prior arrangement and approval (in which case specific loading requirements apply)
- Plasterboard (unless to be recycled)
- Batteries
- Paint tins or paint
- Oil and oil filters or oily wipes and cloths
- Fluorescent light tubes
- Storage heaters
- Animal carcasses
- Animal by-products
- Wet cement without suitable lining of the skip (but NO cement at all in 40 yard rollonoff containers)

**The above listed items are examples and are not an exhaustive list of prohibited materials. It is the Customer's responsibility to ensure that the kinds, quantities, proportions and weights of the waste materials are in full compliance with any relevant current legislation.**

**IN THE EVENT THAT THE CUSTOMER DOES NOT COMPLY WITH THE PROVISIONS OF CLAUSE 2.2 ABOVE RELATING TO THE LOADING/OVERLOADING AND/OR TYPE OF WASTE LOADED THE COMPANY SHALL HAVE THE RIGHT (WITHOUT PREJUDICE TO ANY OF THE COMPANY'S OTHER RIGHTS AND REMEDIES) TO :-**

**A) REJECT THE WASTE MATERIAL(S) IN QUESTION UPON DISCOVERY OF THEM BY THE COMPANY AND RETURN THE SAME TO THE CUSTOMER, OR LEAVE THEM ON SITE, WHEREUPON THEY WILL BE THE CUSTOMERS RESPONSIBILITY IN ALL RESPECTS, AND/OR**

**B) SOURCE LAWFUL DISPOSAL OF ANY UNACCEPTABLE TYPE OF WASTE**

**IN EITHER CASE, THE CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT TO THE COMPANY OF ALL COSTS OR LOSS INCURRED OR SUFFERED BY THE COMPANY IN CONNECTION WITH A) AND B) ABOVE.**

### **2.3 LEGISLATION**

**The Customer must not do or forbear from doing anything so as to contravene or place the Company in contravention of any provisions, prohibitions or requirements of the following legislation or any amendment thereto or re-enactment thereof :-**

- Environmental Protection Act 1990 (including Duty of Care Regulations)
- Environment Act 1995
- Landfill Regulations (2000) and all subsequent Directives
- Carriage of Dangerous Goods Regulations 2007
- Road Vehicles (Authorised Weight) regulations 1998
- Hazardous Waste Regulations (England and Wales) 2005
- Health and Safety at Work Act 1974 and Management of Health and Safety at Work Regulations 1999
- Provision and Use of Work Equipment Regulations 1998
- Lifting Operations and Lifting Equipment Regulations 1998
- Data Protection Act

**2.4 The Customer shall be responsible for and hereby agrees to Indemnify the Company against all claims in connection with the death of or injury to any person or the loss of or damage to any property, real or personal, arising from or in connection with or due to the Customer's failure to comply with any provision of these Special Conditions, which failure shall be treated as negligence.**

**Section 3. ADDITIONAL CONDITIONS RELATING TO BROKERS**

**(Where a person or any business is acting as a broker (“the Broker”) who is procuring hire and/or services from the Company for a third party who is the customer of the broker (“the Brokers Customer”):**

- 3.1** The Broker shall incorporate the provisions of section 2 of these “Terms & Conditions for the Hire of Plant/Skips/Rollonoff Containers and for Waste Services – Lindum Group Limited” into its contract with the Broker’s Customer for the hire and/or waste services procured by the Broker under this Agreement.
- 3.2** The Broker shall use its best endeavours to incorporate the Construction Plant-Hire Association Model Conditions for the Hiring of Plant (With effect from July 2011) into its contract with the Brokers Customer for the hire and/or waste services procured by the Broker under this Agreement.
- 3.3** The Broker shall be responsible to the Company for, and hereby agrees to indemnify and keep indemnified the Company from, any damage to the item(s) hired (including whilst the item(s) hired are in the possession of, or in transit to or from, the Broker’s Customer) and any other damages, loss, costs or expense suffered or incurred by the Company in connection with the hire and/or services under this Agreement arising from any cause whatsoever.

rev. Sept. 2016