



**BANK DETAILS**

Bank Name & Address	Sort Code:
	Account Number:

**E-mail form to hire@activeaccess.co.uk**

**TRADE REFERENCES**

Company Name:	Company Name:
Address:	Address:
Postcode:	Postcode:
Fax Number:	Fax Number:
Telephone Number:	Telephone Number:

Have any Directors, Shareholders, Partners of any other Principals held a **Credit Account with Active Access Ltd (previously Active Rentals Ltd)** before?    Yes     No

If yes, please indicate the persons, company name and details on a separate sheet of paper.

Have any Directors, Shareholders, Partners of any other Principals ever been subject to **Insolvency or a Court Order (eg Liquidation, Bankruptcy, Trust Deed, IVA, CVA, Receivership, Administration, Decree or CCJ)**    Yes     No

If yes, please indicate the persons, company name and details on a separate sheet of paper.

**ACTIVE GUARD**

Active Access Limited machines are hired out under the terms of the Construction Plant Hire Association (CPA). This means that, as a customer of Active Access Limited, you are responsible for the equipment from when it is delivered to you, until it is collected by us or returned to you by our depot. Our Active Access Guard facilities provides total peace of mind every time you hire from us.

Choose your cover	(Tick as appropriate)
<b>ACTIVE GUARD</b> 15% of the hire charge.	<input type="checkbox"/>
<b>ACTIVE GUARD+</b> 20% of the hire charge	<input type="checkbox"/>
No thanks, we already have adequate cover – please find this attached (You <b>MUST</b> provide us with a copy of your 'hired in' plant insurance)	<input type="checkbox"/>
Signature _____ I am authorised to sign on behalf of the applicant business	
Print Name _____ Company _____	
Position _____ Date _____	

**MACHINES WILL BE SUPPLIED WITH A FULL TANK OF DIESEL AND DIPPED ON RETURN. ANY FUEL ADDED ON RETURN WILL BE CHARGED AT YOUR AGREED RATE.**

**DECLARATION BY APPLICANT**
**1. GENERAL**

It is hereby agreed that all transactions of hire or sale entered into by the Applicant (known as "The Hirer") shall be subject to Active Access Ltd.'s (the "Owner's") 'Conditions for the hiring of plant' as shown on the reverse hereof, or as modified, amended or updated by Active Access Ltd. from time to time and operative at the time of any future contract of hire or sale.

**2. CREDIT REFERENCE AND OTHER CHECKS**

I/We agree that Active Access Ltd. may make any credit enquiries necessary to support this application and may use credit reference agencies and other databases to check the veracity of information provided herein and to assess credit-worthiness. By submitting information on this form, I/We confirm that the consent of all relevant individuals detailed herein is given to the processing of their personal data for the purposes stated, including but not limited to partners, directors and other householders whose details may be obtained as a result of checks against the addresses you provide. I/we authorise our bankers to provide an opinion as to our suitability for the requested account. I/We acknowledge that Active Access Ltd. may, in some instances, make a search on the person credit file of Directors, Partners, Sole Traders, or other authorised signatories for the purposes of account opening, credit vetting and account management. Such checks may be undertaken at any time until closure of the account.

**3. ONGOING NOTIFICATION TO ACTIVE ACCESS LTD.**

I/We agree to keep Active Access Ltd. notified of any change of Directors/Partners of the Application while this account remains open or of any material change to the setup, or financial soundness of the Application business.

**4. PAYMENT TERMS AND LIABILITY FOR COSTS**

I/We agree the standard payment terms are strictly 30 days from invoice date. I/We accept that if accounts are not paid within the period Active Access Ltd. reserve the right to apply interest and compensation in terms of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) on overdue invoices. I/We agree that if payment of invoices is not made by the due date for payment I/We will be liable for all reasonable professional costs incurred in recovering monies owed to Active Access Ltd. I/We understand that if any part of the account falls into arrears then the whole amount outstanding on the account, whether due or not, becomes payable immediately.

**5. DATA PROTECTION**

I/We understand that Active Access Ltd. will keep information on this form on file as part of their record, and I/We understand that this is in line with the Data Protection Act. I/We understand that Active Access Ltd. will monitor and record information relating to my/our trade performance and such records may be made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. For the purposes of credit referencing we may also share information with other businesses.

We take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us. However, from time to time we would like to contact you with details of other services we provide.

If you consent to us contacting you for this purpose, please tick to say how you would like us to contact you: Post  Email  Telephone  Text message

Signature:	
Print Name:	
Position:	Date:

#### PLEASE REMEMBER

- ✓ Enclose a copy of your Company Letterhead with this Application
- ✓ All Applications must be accompanied by a valid Insurance Certificate
- ✓ Accounts will only be opened on receipt of signed T&C's

Two levels of Active Guard are available:

**Active Guard (damage only) or Active Guard + (damage and loss)**

#### ACTIVE GUARD

Calculated as a percentage of your total hire charge – 15% on all powered access platforms. Offers you protection from the costs arising from accidental damage:

- Accidental damage caused by trained operators working for the company that hired the equipment
- Collision damage such as damage to base, handrails, wheels and tyres
- Protects the customer from the two thirds continuation hires charges during down-time.

#### ACTIVE GUARD+

Calculated as a percentage of your total hire charge – 20% on all powered access platforms. This relates only to the plant items and not people. The Active Guard *Plus* facility includes all of the accidental damage protection of the Active Guard facility plus total loss during the contract period:

- Protects the customer from large costs for the full replacement value of machines where the write off has been accidentally caused by his employees
- Counter claims in the case of the accident being caused by another party such as the premises owner or another contractor (for example a fire) will be made by the customer and not Active Access Limited.

#### Exclusions

There is no protection for Employers Liability, Public and Products Liability or Motor Insurance. The following events are excluded from the facilities:

- \* First Loss (in the case of total loss only)
- \* Wilful acts of negligence or deliberate misuse
- \* Theft of removable parts (accessories) – battery, lights, control boxes
- \* Procedures not approved by the machine manufacturer
- \* Damage caused by a third party or sub-contractor
- \* Paint Overspray
- \* Continuing hire charges resulting from loss or damage
- \* Losses arising from normal wear and tear
- \* Damage caused by untrained operators
- \* Damage caused by neglect of daily maintenance checks such as battery and oil levels
- \* Terrorism / Pollution / War or Nuclear risk
- \* Re-hire or loan by the Customer
- \* Damage caused to a third party
- \* Plaster/Cement Type Items spillage and splashing

#### Limits of Facility

- \* Maximum recourse amount of £50,000
- \* There is no first loss in the case of repairable accidental damage, with a first loss of £1,000 applicable in the event of a total loss

#### In the event of any accident, loss or damage, the customer undertakes to:

- \* Take all necessary steps to protect the interest of Active Access Limited
- \* Inform Active Access Limited immediately and confirm in writing within 2 working days
- \* In the event of riot, theft and/or malicious damage contact the police and obtain crime reference number to be supplied to Active Access Limited

#### General

- \* Active Guard and Active Guard Plus facilities are only provided on an account basis and will be applied to all hires, not on a site by site basis. We cannot switch the facility on and off, nor can we protect only high-risk sites. The facility is subject to periodic review.
- \* Active Guard and Active Guard Plus protection are optional to customers, however should our facilities be declined, customers must provide proof that their own insurance covers 'hired in' plant.
- \* The Customer is expected to ensure full safe keeping of the machine, purposeful neglect such as leaving the machine in a position without adequate security will render the facility invalid.