

Credit Account Application Form



Please complete all sections of this credit account application form and sign section 7 confirming that you agree to adhere to the terms and conditions listed below. Completed forms should be returned by email to accounts@synergyhire.co.uk along with the required supporting documentation referred to in section 7.

Section 1. Customer Details

Company Trading Name			
Trading Address (including post code)			
Registered Office Address (If different from above)			
Name of Account Contact		Telephone Number	
Position of Account Contact		Purchase Ledger Email (including email address for invoices)	
Email Address of Accounts Contact			

Section 2. Company Information – Limited Companies – please complete

Registered Company Name			
Company Registration Number		Company VAT Number	
Name of Parent Company (if any)		Description of Business	
Number of Years in Business	[] Years / [] Months	Credit Limit Required	£

Section 3. Partners / Sole Traders – please complete

(continue on separate sheet if necessary)

Proprietor/Partner Name		Proprietor/Partner Name	
Signature		Signature	
Proprietor/Partner Address (including post code)		Proprietor/Partner Address (including post code)	
VAT Number		Description of Business	
Number of Years in Business	[] Years / [] Months	Credit Limit Required	£

Section 4. Details of Company Directors

Director Name		Director Name	
Director Address (including post code)		Director Address (including post code)	
Do you Hold Other Directorships	[] Yes [] No (If no go to section 5)	Do you Hold Other Directorships	[] Yes [] No (If no go to section 5)
Details of Other Directorships		Details of Other Directorships	

Section 5. Trade References

Trade Reference Company Name		Trade Reference Company Name	
Address (including post code)		Address (including post code)	
Contact Name		Contact Name	
Telephone Number		Telephone Number	
Email Address		Email Address	

TERMS AND CONDITIONS OF CREDIT FACILITIES

1. Credit will not be granted until the application form has been fully completed and references reviewed.
2. Customers holding approved credit account facilities with this company will be required to settle their accounts via bank transfer only on or before the 30th of the month following the month of the invoice unless otherwise agreed in writing.
3. Where the credit terms and/or credit limit are exceeded, we reserve the right to charge interest at a rate of 5% above the Barclays Bank plc base rate, accruing daily.
4. Failure to comply with these terms and conditions may result in the withdrawal of credit facilities and any sums outstanding will become payable, in full, immediately upon notice, the customer will also lose benefit of any previously agreed discounts or special terms.
5. The company reserves the right to withdraw credit facilities and demand immediate payment of all monies outstanding at their discretion.
6. Periodic reviews will be conducted to monitor account activity. Accounts that have not traded for 12 months will be reviewed. Continually late paying accounts will be closed. Accounts will only be re-opened after up-to-date application has been submitted and reviewed.
7. In the event of short delivery or any other grievance, the company should be notified within seven days from date of invoice/delivery. Failure to do so will result in that and future claims being dismissed.
8. The company reserves the right to amend and/or withdraw credit facilities and terms at any time.
9. The company reserves the right to contact the customer's insurance broker to verify their hired in plant insurance policy.
10. All machinery is hired under the latest CPA terms and conditions of hire. (Copy available on our website)

Section 6. GDPR

The information submitted in this form will be held for legitimate interests and/or contractual basis and used for the sole purpose of trading with you and retained in line with our Privacy Policy. We will never sell or pass on the information we hold for you without prior consent.

Section 7. Confirmation

This section should be completed by the Owner, Director or Officer of the company applying for credit facilities

I / we accept the above Terms and Conditions of Credit Facilities. I / we accept responsibility for any loss or damage to any or all of the equipment hired by ourselves. I / we accept that payment is due 30 days End of Month unless otherwise agreed in writing. I / we agree that if credit is granted, I / we will pay in accordance with the above terms. Information supplied in the course of this application may be passed to a third party for the purposes of credit reference checking or recovery, and I / we accept that this information may be reviewed from time to time in the future.

Signed (on behalf of applicant)		Name (block capitals)	
Position in Company		Date	

Please also attach a copy of: -

- **Company Letterhead**
- **Insurance document for hired in plant with a MINIMUM £150,000 level of cover (may need to be higher depending on machinery hired)**
- **Driving license if a sole trader or non-limited company**
- **Signed Personal Guarantee if a sole trader/ non-limited company or partnership.**

Copy of Letterhead		Copy of Insurance Document		Copy of Driving License		Signed Personal Guarantee	
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Section 8. Synergy Hire Internal Office Use Only

Application Referred By		Depot	
Application Referred Date		Department	
Comments			

Credit Check Passed	[] Yes [] No	Credit Check Score	
Trade Reference 1 checked	[] Yes [] No	Trade Reference 2 checked	[] Yes [] No

Amount Authorised		Credit Terms Authorised	
Authorised By		Signature	
Authorised Date			

All account applications in excess of £10,000 require dual authorisation.

Authorised By		Depot	
Authorised Date		Department	

PERSONAL GUARANTEE AND INDEMNITY

1. Parties

[] of [(Business)] as guarantor and indemnifier (**Guarantor**) and Synergy Hire Limited of 12 New Fetter Lane, London, EC4A 1JP (**Synergy**)

2. Background

The Guarantor is a proprietor/partner of the business (as defined in this credit application form) and has become a party to this agreement for the purpose of entering into the guarantee and indemnity set out in clause 4.

3. Interpretation

Guaranteed Obligations: all monies, debts and liabilities of any nature from time to time due or owing from or incurred by the Business to Synergy.

4. Guarantee and indemnity

- 4.1 In consideration of Synergy entering into this agreement, the Guarantor guarantees to Synergy and its successors, transferees and assigns that whenever the Business does not pay any of the Guaranteed Obligations as and when they fall due the Guarantor shall make due and punctual payment to Synergy on demand of the Guaranteed Obligations.
- 4.2 If the Guaranteed Obligations are, or become, unenforceable, invalid or illegal, the Guarantor agrees to indemnify and keep indemnified Synergy in full and on demand from and against all and any losses, costs and expenses suffered or incurred by Synergy arising out of, or in connection with, any failure of the Business to perform or discharge the Guaranteed Obligations.
- 4.3 The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 4.1 agrees to indemnify and keep indemnified Synergy in full and on demand from and against all and any losses, costs and expenses suffered or incurred by Synergy arising out of, or in connection with, any failure of the Business to perform or discharge the Guaranteed Obligations except where the Business' failure to perform or discharge the Guaranteed Obligations results from Synergy's failure to comply with its obligations under this agreement.
- 4.4 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under this agreement, irrespective of any intermediate payment or discharge in full or in part of the Guaranteed Obligations.
- 4.5 The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by:
- (a) any act, omission, matter or thing which would not have discharged or affected the liability of the Guarantor had it been a principal debtor instead of a guarantor or indemnifier; or
 - (b) anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this guarantee.
- 4.6 The Guarantor waives any right it may have to require Synergy (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under this clause 4.
- 4.7 The Guarantor shall on a full indemnity basis pay to Synergy on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on those costs and expenses) which Synergy incurs in connection with:
- (a) the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt so to do; and
 - (b) any discharge or release of this guarantee.
- 4.8 Until all amounts which may be or become payable by the Business under or in connection with this agreement have been irrevocably paid in full, and unless Synergy otherwise directs in writing, the Guarantor shall not exercise any security or other rights which it may have by reason of performance by it of its obligations under this clause 4, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.
- 4.9 This guarantee shall be in addition to and independent of all other security which Synergy may hold from time to time in respect of the discharge and performance by the Business of the Guaranteed Obligations.

5. Governing law

This guarantee and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

6. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this guarantee or its subject matter or formation. Nothing in this clause shall limit the right of Synergy to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Signed (Guarantor)

Date

Home Address of the Guarantor

PERSONAL GUARANTEE AND INDEMNITY TO BE SIGNED BY A PROPRIETOR/PARTNERS IF THE APPLICATION IS ON BEHALF OF A SOLE TRADER OR PARTNERSHIP

PLEASE NOTE THAT THIS IS AN IMPORTANT DOCUMENT WHERE YOU MAY PERSONALLY HAVE TO PAY THE BUSINESS' DEBTS IN THE EVENT OF DEFAULT