

# Account Application Form: Trailer Hire

Please complete all sections except those marked for office use and provide a copy of your certificate of insurance, O-Licence and email back to us. We'll run a credit check and open an account for you. **We will also require proof of standing order.**

## Limited Company

Company Name	
Address	
Postcode	
Reg No	
VAT No	

## Non-limited Company

Proprietor	
Home Address	
Postcode	
Date of Birth	
VAT Number	

## Insurance and Operator's License

Insurer	
Policy No	
O License	

## Contact Details

### Director/Owner

Name	
Telephone	
Fax	
Email	

### Transport Manager

Name	
Telephone	
Mobile	
Email	

### Accounts

Name	
Telephone	
Mobile	
Email	

## Trade References

### Reference 1

Company	
Contact	
Telephone	
Email	

### Reference 2

Company	
Contact	
Telephone	
Email	

## Credit Terms

Payment within 30 days of receipt of invoice	Director or Owner's Signature
Name	Date

#### Terms and Conditions of Hire

1. 'Vehicle' includes every type of motive unit, trailer or other asset including equipment and tools provided therewith.
2. 'Owner' refers to John Hudson Trailers Ltd trading as Tees Valley Trailers.
3. 'Hirer' refers to the company or individual hiring the vehicle, or an individual acting on behalf of the company or individual hiring the vehicle.
4. 'The owner's premises' refers to Tees Valley Trailers, Riverside Park Road, Middlesbrough, TS2 1UT.
5. The period of hire shall commence at the date and time shown on the rental agreement at the signature of the hirer, or if the rental agreement remains unsigned, at the date and time of collection of the vehicle by the hirer.
6. The period of hire shall not end at the return of the vehicle to the owner's premises. The period of hire shall end at the date and time shown on the off hire note issued by the owner's staff after they have confirmed the vehicle is returned in a satisfactory condition. If there are any damages then the trailer will remain on hire until they are rectified and paid for in full by the hirer.
7. Commencement of the period of hire by the hirer shall imply the hirer's consent to these terms and conditions of hire.
8. The hirer shall take delivery of the vehicle from the owner's premises, unless otherwise arranged with the owner.
9. The hirer shall return the vehicle to the owner's premises at the end of the period of hire (whether ended by the owner with or without the agreement of the hirer), unless otherwise arranged with the owner.
10. If any damage is caused to the vehicle during the period of hire, the period of hire shall continue until the trailer has been repaired and is available for further hire.
11. If the vehicle is lost during the period of hire, the period of hire shall continue until the vehicle is found, or until full recompense to the value of the vehicle is made by the hirer to the owner.
12. Unless the hirer shall notify the owner to the contrary within twenty four hours of taking delivery of the vehicle, it shall be deemed to have been delivered in good condition and to the hirer's satisfaction.
13. Except for fair wear and tear/ agreed maintenance package, the hirer shall maintain the vehicle and deliver it up to the owners in a like condition to that in which the vehicle was delivered.
14. The hirer shall not use the vehicle for the carriage of loads in excess of the load-carrying capacity of the vehicle, and all loads will be evenly distributed over the entire floor area of the vehicle.
15. The hirer shall not carry on the vehicle any merchandise which might render the vehicle unsuitable for the carrying of any other merchandise.
16. The hirer shall not use the vehicle or permit its use in any manner infringing any statute, regulation, or order relating to motor vehicles or (whether in relation to the carriage of goods or otherwise) so as to cause unusual danger to the public or to persons in the vehicle or risk damage to the vehicle.
17. The vehicle shall not be taken or used outside Great Britain without the written consent of the owner. The trailer must be equipped with foreign registration plates and certificate for use abroad which must be applied for and fitted before leaving Great Britain. There is a £50 per trailer additional charge for this. Tees valley Trailers will not be held liable if required documentation and markings are not fitted to the trailer as required by the 1968 Vienna Convention when taking the owners trailers outside Great Britain. It is the hirers responsibility and liability to ensure correct documentation and markings are fitted to the trailer.
18. During the period of hire the hirer will not sell, offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the vehicle or any part or parts thereof, but will keep the vehicle in their own possession and will not allow any lien to be created upon the vehicle whether for repair or otherwise, and will protect the vehicle against distress, execution or seizure and indemnify the owner against all losses, costs, charges, damages, and expenses incurred by them in respect thereof.
19. During the period of hire the hirer shall carry out all maintenance and servicing prescribed by the vehicle manufacturer's schedule and by any statute, regulation, or order relevant to the vehicle.
20. During the period of hire the hirer shall allow the owner at all reasonable times to have access to, inspect, test, adjust, repair, or replace the vehicle.
21. During the period of hire any breakdowns of the vehicle, however caused, shall be notified by the hirer to the owners within 48 hours.
22. During the period of hire, provided that clause 21 is adhered to, allowance will be made by the owner to the hirer for any stoppage due to breakdown of the vehicle caused by any inherent fault not due to fair wear and tear, and for all stoppages for normal repairs authorised by the owner; but under no circumstances will allowance be made for stoppages caused outside the owner's control. Allowance will usually be provision of a replacement trailer of similar type.
23. The hirer shall not repair or attempt to repair the vehicle, nor make any alterations to the vehicle, unless to do so by the owner's written authorisation.
24. If the hirer commits or allows any breach of this agreement the owner may at once and without prior notice, put an end to the period of hire.
25. If any sum due from the hirer to the owner is unpaid for seven days, whether demanded or not, the owner may at once and without prior notice, put an end to the period of hire.
26. The period of hire will terminate automatically and the owner may repossess the vehicle at any time if: A. The hirer being a person and the sole customer of the owner for the hiring dies. B. There is a petition for a bankruptcy order presented against the hirer. C. An application is made for an interim order against the hirer under the Insolvency Act 1986. D. The hirer calls a meeting of or comes to any arrangement with their creditors. E. There is a receiving order made against the hirer. F. There is a petition for winding up or an administration order presented against the hirer. G. The hirer passes a resolution for voluntary winding up. H. The hirer has a receiver or administrative receiver appointed. I. The owner becomes entitled to terminate any other period of hire the hirer has with the owner. J. The hirer has a County Court Judgement entered on the Register of County Court Judgements. K. The hirer being a holder of an Operator's Licence under the Goods Vehicle (Licensing or Operators) Act 1995 has their Operator's Licence revoked, suspended or curtailed.
27. The owner reserves the right to cancel the hiring if in their opinion the hirer's motive unit or trailer intended for use with the vehicle is not suitable or properly equipped for the purpose.
28. During the period of hire the owner's identification on the vehicle shall not be removed or mutilated by the hirer.
29. Save for actions, claims and demands arising from defects, or faulty repair or maintenance, the hirer accepts all responsibility for and will indemnify the owner against all actions, claims, and demands arising out of the use of the vehicle, on the condition the Owner acts reasonably in any such claim.
30. During the period of hire the hirer shall keep the vehicle insured against third party claims in compliance with the Road Traffic Act, and the hirer shall produce for the owner's inspection policies for such insurance if required to do so by the owner.
31. During the period of hire the hirer shall keep the vehicle insured for the insurance value of the vehicle, against loss or damage howsoever cause, and the hirer shall produce for the owner's inspection policies for such insurance if required to do so by the owner.
32. Payment is to be made by the hirer to the owner in accordance with the agreed credit terms. An interest charge may be made for any delay in payment.

Director or Owner's Signature for T&C's	Name	Date
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Account Application Checklist

For use by Tees Valley Trailers

Company Details	
Signature on Credit Terms	
Signature on Terms and Conditions	
CreditSafe Check	
Independent Address and Phone No Check	
Proof of standing order	
Account Reference	