



APPLICATION FOR COMMERCIAL CREDIT WITH SMH PRODUCTS LIMITED

Please complete this form in full and return to creditcontrol@smhproducts.com. Please note that this application must be signed by a Director.

Applicant details			
Full name		Trading name (if different)	
Trading address			
Registered address (if different)			
Contact Name and Number			
Accounts Email Address			
Business type	Limited company ☐	Sole trader ☐	Partnership* ☐
VAT reg. no.		Company reg. no. (if applicable)	
*If partnership, give FULL NAMES (not initials) and home addresses of ALL partners (use a separate sheet if necessary)			
1.			
2.			
Reference details (please provide the contact details of two principal suppliers, including name, email and telephone number)			
1.		Value of monthly purchases	£
2.		Value of monthly purchases	£
Bank details			
Name of bankers		Branch	
Sort code		Account number	
Maximum anticipated monthly credit required from us	£	Name of person responsible for paying the account on time	
Declaration by applicant seeking credit			
I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made to the agreed terms, usually payment in full by the end of the month following the invoice date, in accordance with the credit terms stated thereon. We recognise that if payment of your invoices is not made by the due date for payment, it may result in the matter being referred to Debt Recovery Solicitors for recovery of the invoice debt; if so, we agree to indemnify you against the costs you incur in referring the matter to Debt Recovery Solicitors to pursue the debt including current applicable fees for writing to us, any commission payable by you to your Debt Recovery Solicitors, all reasonable incidental costs of recovering the debt and interest as applicable. I understand that you may authorise a search through credit reference agencies, which will keep a record of that search and may share that information with other businesses. It/they may also make enquiries about the Directors/Partners as applicable. I confirm I have read and understood all your terms and conditions and agree to them in their entirety. I authorise our bankers to provide an opinion as to our suitability for the requested account.			
Name (Block capitals)		Signature	
Position		Date	
SMH Products bank details			
Account name	SMH Products	Name of bankers	Lloyds Bank

SMH Products Ltd, part of the SMH group of companies • Registered office: SMH House, Maxwell Street, South Shields, NE33 4PU

T: +44 (0)191 456 6000 • F: +44 (0)191 456 7777 • E: enquiries@smhproducts.com

Registered in England and Wales No. 02968133 • VAT no. GB198574052

www.smhproducts.com

SMH Group

General conditions for sale and hiring goods

1. Definitions:

"Account Application Form" means the account application form completed and signed by you with either SMH Products or SMH Equipment.

"Contract": the contract between You and Us, incorporating these conditions.

"We (us)": means either SMH Products Limited (a company registered in England with CRN: 02968133) or SMH Equipment Limited (a company registered in England with CRN: 08722164) as set out in the Order Confirmation.

"Order" means any order, written acceptance of quotation, purchase order or other order documentation issued by you.

"Order Confirmation" means the order confirmation document issued by us in accordance with clause 2, which forms the Contract between you and us, or our acknowledgement and acceptance of telephone or in-store orders.

"You": individual, firm, company or other organisation hiring or buying goods from us.

These conditions override any terms and conditions you may have put forward, unless we have agreed to any other conditions in writing. These conditions do not affect your rights as a person dealing as a consumer, not for business purposes. English law will govern the contract.

2. Application of these Conditions

2.1. These Conditions apply to all Contracts to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2. In consideration for you being able to purchase from us by your signature of an Account Application Form, you are agreeing that these Conditions shall apply to all Contracts between us which are formed during the period in which you hold an account with us. You agree that applying for and obtaining credit, and being able to order from us in future via this process, constitutes valid consideration for the formation of Contracts between us in accordance with these Conditions.

2.3. Any Order constitutes an offer to purchase or hire goods in accordance with these Conditions. You are responsible for ensuring that the terms of any Order are complete and accurate

2.4. An Order is only accepted when we have issued an Order Confirmation, at which point and on which date the Contract shall come into existence.

2.5. You waive any rights you have to rely on any term endorsed upon, delivered with or contained in any documents of yours which are inconsistent with these Conditions.

3. Our charges

3.1. Charges for hiring goods: You must pay the hire charges shown in the price list unless agreed in writing, equipment charges do not include accessories and consumables, you must pay extra for all accessories and consumables including filters taken in conjunction with hire equipment, accessories and consumables are sales items only. You must pay for all delivery and collection charges, packing and VAT. Prices quoted exclude VAT. Hire charges are due for the entire period you have the goods including weekends and public holidays.

3.2. Minimum hire period one week, thereafter per day, day rate 1/5th weekly rate. Where prices for longer hire periods have been agreed and goods are returned earlier than agreed, the full agreed hire period will be charged for.

3.3. Hire charges will start from the date shown in the contract until;

3.3.1. you have returned the goods to us as supplied, in a clean and useable condition

3.3.2. we have issued a final invoice showing all charges

3.3.3. if we have agreed to collection rather than return, then 24 hours' notice is required to off-hire the goods, provided this is a weekday we will normally collect the goods the next working day (Mon-Fri). These hire conditions continue until we have collected the goods, provided we have given you an off-hire number.

3.4. You will be responsible for all risk in the goods until they are returned to us.

3.5. An off-hire number, telephone, e-mail or fax advice of termination of the hire does not represent the termination of the hire; the hire is only terminated when the goods have been returned to SMH in the same condition as supplied. You must pay all charges owed when requested by us.

3.6. Charges and Payment terms for buying goods:

You must pay the charges as set out in our price list. As to payment terms, if we have agreed in writing to allow you a monthly account, you must pay all of our invoices in full by the end of the month following the invoice date. If you do not have a monthly account you must pay us when you place your order or when the goods are delivered, if we have agreed this with you. You must pay all other charges within 7 days of the month end, on a monthly basis or at the time the hire ends.

3.7. Interest and other charges:

If you do not pay any amount when it is due we will add interest to the overdue amount each day at a rate equal to 8% above Lloyds Bank PLC's base rate at the time.

4. Delivery and collection charges:

You must pay us any agreed charges for delivery or collection of the goods. If we quote carriage charges, these are one way only; these cover the time needed to load or unload our vehicle at the address you have specified. You must pay extra for any further time you cause us to spend, including if we try to follow your instructions for delivery or collection of goods but are unable to do so because of your actions or failure to act. You must pay extra for us to collect the goods at the end of the hire. No deliveries will be made to unattended sites, waiting time will be charged at our then current hourly rate. Once despatched, deliveries not accepted by you will be charged at 20% of the hire rate plus delivery costs.

5. Safety instructions and warranty/remedy for hired goods:

5.1. You must make sure that those using the goods are properly instructed on how to use them safely and correctly and that they have the instructions supplied by us. You must make sure the goods are not misused. You must ensure you comply with all Health & Safety requirements including the; Asbestos at Work Regulations 1999 and Control of Substances Hazardous to Health Regulations 1999.

5.2. If the goods break down or stop working properly we will use reasonable endeavours to replace them or repair the fault as soon as reasonably possible after you have reported it to us. This represents your sole legal and financial remedy for any failure in the hired goods.

6. Your responsibility when hiring goods

6.1. You must unload and load the goods at the address specified by you. You must also load and unload the goods at our premises when you, or your agent, collect or return the goods. If we supply any person to help you, you must give them clear instructions where necessary. You become responsible for the goods when you, or your agent, receive them. If the goods are delivered to you, this is where your responsibility starts. Your responsibilities include protecting the goods from the weather, theft, vandalism, or improper use and insuring the goods to their full replacement value. At the end of the hire period you must return the goods to us unless you have made arrangements for us to collect them, the goods must be returned in good, clean working order. Your responsibility does not end until the goods have been returned or collected and we have given you a receipt for them. You must not sell or in any way give up control of the goods.

6.3. You will be responsible for any death, injury, loss or damage caused by misuse of the goods while they are hired to you.

6.4. Equipment must not be taken into the contaminated area; all equipment must be returned clear of contaminants, cleaned and in the condition supplied. Any equipment returned contaminated will be refused. Hire charges will continue until the equipment is cleaned and available for rehire.

6.5. Wheel clamps supplied are your responsibility; we cannot take responsibility for any loss or damage howsoever caused.

7. Electrical goods:

If any part of the goods is electrical it should be used with the original plugs or sockets fitted. If you need to fit other plugs or sockets to the goods this must be carried out by a competent person who must also return the goods to their original condition. You must make sure you have a suitable supply of electricity for the goods. Never use electrical goods that are not earthed correctly unless the goods are double insulated. You must keep to all regulations that apply, including the Electricity at Work Regulations 1989, while you are responsible for the goods.

8. Maintaining hired goods, breakdown procedures and reporting accidents:

You must use all equipment as detailed in the manufacturer's instructions. You must replace all filters when necessary; any HEPA absolute filters requiring replacement due to you not using pre-filters will be charged to you. Replace waste water filters as required, daily if necessary. Pumps failing due to not replacing water filters will be charged to you. You must make sure the goods remain clean and in working order. If the goods break down or are not working properly you must report this to us immediately. You must not repair the goods without authorisation from us. You must return the goods for us to examine unless we have agreed otherwise. You must tell us immediately if the goods are involved in any accident resulting in damage to the goods or other property or injury to any person. You must tell us immediately if the goods breakdown, any claim for breakdown time will only be considered from the time and date of the notification. You must take all necessary steps to keep the goods protected from damage or theft. You must pay us our reasonable costs of repairing or cleaning the goods if you return them damaged, contaminated or unclean. You must pay all hire charges up to the time the goods are available for rehire. All parts and labour are charged at manufacturer's list price.

9. Where hire goods are placed:

The hired goods must not be moved from any site agreed by us unless you have our written permission.

10. Rehiring etc.:

The plant or any part thereof shall not be rehired, sub-let or lent to any third party without our written permission.

11. Warranty

11.1. We warrant any goods sold to original purchaser of those goods that on delivery, and for a period of 12 months from the date of delivery (warranty period), new equipment that we supply, and which does not have a separate manufacturer's guarantee shall:

11.1.1. conform in all material respects with their description;

11.1.2. be free from material defects in design, material and workmanship; and

11.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)

11.2. Subject to clause 11.3, if:

11.2.1. you give us notice in writing during the warranty period within a reasonable time of discovery that some or all of the equipment does not comply with the warranty set out above;

11.2.2. we are given a reasonable opportunity of examining the goods; and

11.2.3. you (if asked to do so by us) return the goods to our place of business at your cost, we shall, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.

11.3. We shall not be liable for goods failure to comply with the warranty in any of the following events:

11.3.1. You make any further use of such goods after giving notice as required above;

11.3.2. the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, connection, installation, use and maintenance of the goods or (if there are none) good trade practice regarding the same;

11.3.3. the defect-arises as a result of us following any drawing, design or specification supplied by you;

11.3.4. you alter or repair such equipment without our written consent, or any repairs are not carried out by a competent and qualified person;

11.3.5. the defect arises as a result of fair wear and tear, wilful damage, accident, negligence, or abnormal storage or working conditions; or

11.3.6. the goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

11.4. This warranty does not apply to any equipment where the goods serial number has been altered, effaced or removed.

11.5. We do not provide any warranty in relation to the condition of used or second hand goods that we sell. We do not provide a warranty in relation to consumable items such as pre-filters or HEPA filters.

11.6. Except as provided in this clause, we shall have no liability to you in respect of the Goods failure to comply with the warranty set out in 11.

11.7. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the warranty contained in this clause.

11.8. This warranty shall apply to any repaired or replacement goods supplied by us.

11.9. This warranty is given in favour of the original purchaser only. It may not be assigned or transferred to any third party without our consent.

12. Liability

12.1. All times quoted for delivering or collecting goods are approximate and time is not of the essence.

12.2. We will not be liable for any delays in delivery or collection of goods howsoever caused.

12.3. The limits and exclusions in this clause 12 reflect the insurance cover we have been able to arrange. You are responsible for making your own arrangements for the insurance of any excess liability. References to liability in this clause include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.

12.4. Nothing in the Contract limits any liability for:

12.4.1. death or personal injury caused by negligence;

12.4.2. fraud or fraudulent misrepresentation;

12.4.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;

12.4.4. defective products under the Consumer Protection Act 1987; or

12.4.5. any liability that cannot legally be limited.

12.5. Subject to clause 12.4, our total liability to you shall not exceed the charges paid for the goods purchased or hired under the Contract.

12.6. Subject to clause 12.4, the following types of loss are wholly excluded: (i) loss of profits (including loss of anticipated savings); (ii) loss of sales or business; (iii) loss of agreements

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- or contracts; (iv) loss of use or corruption of software, data or information; (v) loss of or damage to goodwill; and (vi) indirect or consequential loss.
- 12.7. Responsibility for the safe and proper use of the equipment for its intended purpose is that of the user.
13. **Insurance payment for hired goods that are lost, stolen or damaged:**
All damages must be paid for. You must pay us the SMH list price of replacing any hired goods that are lost, stolen or damaged beyond economic repair (if the cost of repair is more than the equipment is worth). You should insure the goods for the cost of replacement at SMH list price. Where the hired goods are lost, stolen or damaged when at your risk then you must give us immediate notice. Hire charges will continue until the full list price of the lost or damaged goods have been paid for in full. If you receive any money as settlement of any claim relating to the damage to, loss or theft of the goods, you must hold that money separately in trust for us and pay it to us when requested. You must not negotiate any claim without our permission.
14. **Lost, stolen, damaged or unclean hired goods**
- 14.1. You shall not repair the hired goods without the written authority of us, except for the changing of any tyre and repair of punctures. You are responsible for all costs incurred in the changing or replacement of any tyre and the repair of any puncture.
- 14.2. You shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred to us due to your negligence, misdirection or misuse of the hired goods, and for the payment of hire at our then current idle time rate during the period the hired goods is necessarily idle due to such breakdown, loss or damage. You are responsible for cost of spares and/ or repairs due to the theft, loss or vandalism of the hired goods. We will be responsible for the cost of repairs, inclusive of the cost of spares, to the hired goods involved in breakdown from other causes.
- 14.3. Full allowance for the hire charges and for the reasonable cost of repairs that have been authorised by us will be made to you for any stoppage due to breakdown of hired goods caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.
15. **Ending the contract if you buy or hire in the course of a business:**
- 15.1. We may end the contract if;
- 15.1.1. you break or otherwise breach any of the terms of this contract
- 15.1.2. you become bankrupt or subject to similar proceedings
- 15.1.3. as a company, you start to be wound up or a receiver administrator is appointed over all or part of your assets
- 15.1.4. you enter into any agreement with your creditors (those you owe money to) or a voluntary agreement is made which affects you
- 15.1.5. you enter into a voluntary agreement
- 15.2. If we end the contract in these circumstances it will end immediately and in the case of hired goods we may repossess any or all of the goods. If we end the contract it will not affect our right to recover any money you owe us under this contract or damages we claim as a result of you breaking this contract.
16. **Ending the contract if you buy or hire as a private individual and not in the course of business:**
- 16.1. If you are hiring the goods as a private individual and not in the course of a business we may end this contract if;
- 16.1.1. you break or otherwise breach any of the terms of this contract
- 16.1.2. you become bankrupt
- 16.1.3. you enter into a formal agreement with your creditors
- 16.2. If we end the contract in these circumstances we will work out the hire charges for the actual period you have had the goods and any such final hire charges shall be due with immediate effect.
17. **Our rights of access:**
We may enter any land or premises where we have reason to believe the goods are located. We may do this at reasonable times and after giving reasonable notice. We can only have this access if we need to inspect, test, repair, service, replace or repossess the goods.
18. **Ownership of and responsibility for the goods you buy**
- 18.1. If you buy any equipment from us you will become responsible for loss or damage as soon as goods are delivered to you, including consumables taken with the hire equipment.
- 18.2. We own the goods until you have paid in full for all the goods we have supplied. Until we have received full payment for the goods you will hold the goods on our behalf and you must return them to us when requested. We may enter any land or premises of yours, other than your home, to recover our goods.
19. **Protection of our rights**
- 19.1. You shall not rehire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the hired goods except as provided below and shall protect the same against distress, execution or seizure and shall indemnify us against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.
- 19.2. If you make default in punctual payment of any sum due to us for hire of hired goods or other charges, or fail to observe and perform the terms and conditions of this Contract, or if you suffer any distress or execution to be levied against you, or make or propose to make any arrangement with your creditors, or become insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force, or shall do or cause damage to be done or permit or suffer any act or thing whereby our rights in the hired goods may be prejudiced or put into jeopardy, this Contract may forthwith be determined by notice from us to you (notwithstanding that we may have waived some previous default or matter of the same or similar nature). The Contract shall thereupon be deemed determined by reason of your breach and it shall be lawful for us to retake possession of the said hired goods and for that purpose enter into or upon any premises where the same may be and the determinations of the hiring under this Condition shall not affect the right of us to recover from you any monies due to us under the contract or any of our rights and remedies. In particular, without limitation, we shall be entitled to claim the hire charges outstanding as at the date of determination of the hire under this clause, return transport charges, and damages for your actual or deemed breach of the Contract under this Clause.
20. **General.**
- 20.1. Notices. Any notice given to a party under or in connection with the Contract shall be in writing and shall be (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 20.2. Force Majeure. Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from an event, circumstance or cause beyond a party's reasonable control.
- 20.3. Assignment. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.
- 20.4. Confidentiality. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except that each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 20.5. Entire Agreement. The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 20.6. Waiver. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 20.7. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 20.8. Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 20.9. Governing law. The Contract 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. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Revised 2025

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