



**HOLYWELLHAULAGE**



Dear Sir/Madam

**Credit Account Application Form**

Thank you for your recent enquiry regarding obtaining a Credit Account.

To enable us to consider your request we require you to complete the enclosed Credit Account Application form and a Personal Guarantee (signed by a director of the company) **OR** a Parent Company Guarantee (signed by a director of the parent company applying for the credit account.)

On receipt of the completed documents we will be in a position to consider your application.

We look forward to hearing from you soon.

Yours faithfully  
For and on behalf of Holywell Haulage Limited.

Sandra Driver  
Email: [sandra.driver@holywellhaulage.com](mailto:sandra.driver@holywellhaulage.com)  
Direct Line: 01442 220125

**01442 233022 INFO@HOLYWELLHAULAGE.CO.UK**

82 Maxted Close, Hemel Hempstead, Hertfordshire HP2 7DX

HOLYWELL HAULAGE LIMITED

**COMPANY REGISTRATION NUMBER 3652224 - VAT NUMBER 726 0833 41**

Registered Address : First Floor, 1 Park Court, Pyrford Road, West Byfleet, Surrey, KT14 6SD





# HOLYWELLHAULAGE



**(CRN: 03652224) ("Holywell")**

Registered Office: First Floor, 1 Park Court, Pyrford Road, West Byfleet, Surrey, KT14 6SD

Trading address: 11-12 Maxted Road, Hemel Hempstead, Hertfordshire HP2 7DX

Tel: 01442 233022 Fax: 01442 233442 Email: info@holywellhaulage.com Website: www.holywellhaulage.com

VAT No: 726 0833 41

## CREDIT ACCOUNT APPLICATION FORM

### SECTION A - TO BE COMPLETED BY ALL APPLICANTS

FULL NAME OF ORGANISATION OR INDIVIDUAL ("HIRER"):

TYPE OF ORGANISATION (Company/Sole Trader/Partnership/Other):

TRADING ADDRESS AND POSTCODE:

VAT REGISTRATION NO:

ACCOUNT CONTACT NAME AND TITLE:

POSITION HELD:

**CONTACT TEL. NUMBER:**

**CONTACT FAX NUMBER:**

CONTACT E-MAIL ADDRESS:

INVOICE / STATEMENT ADDRESS AND POSTCODE (If different from above):

**STATEMENT/INVOICE CONTACT NAME AND TITLE:**

**POSITION HELD:**

**CONTACT TEL. NUMBER:**

**CONTACT FAX NUMBER:**

CONTACT E-MAIL ADDRESS:

DELIVERY ADDRESS AND POSTCODE (If different from above):

DELIVERY CONTACT NAME AND TITLE:

**POSITION HELD:**

**CONTACT TEL. NUMBER:**

**CONTACT FAX NUMBER:**

CONTACT E-MAIL ADDRESS:

HOW LONG (YEARS) HAS THE ORGANISATION BEEN ESTABLISHED?

**HIRER BANK NAME AND ADDRESS:**

**BANK SORT CODE:**

**BANK ACCOUNT NUMBER:**

**Are any of the directors, owners, partners or trustees of the organisation an un-discharged bankrupt? YES/NO**

**If so, please provide details:**

**Have any of the directors, owners, partners or trustees of the organisation held any other credit accounts with us? YES/NO**

**If so, please provide the account reference:**

### SECTION B - TO BE COMPLETED BY LIMITED COMPANIES ONLY

**REGISTERED OFFICE ADDRESS AND POSTCODE:**

**COMPANY REGISTRATION NUMBER:**

**DATE OF INCORPORATION:**

**FULL NAMES & ADDRESSES OF ALL THE DIRECTORS:**

**NAME, COMPANY REGISTRATION NUMBER & ADDRESS OF ANY HOLDING COMPANY AND/OR ASSOCIATED COMPANIES:**

**SECTION C – TO BE COMPLETED BY SOLE TRADERS/PARTNERSHIPS ONLY**

Please provide full names and residential addresses of all the proprietors / partners of the Hirer (Continue on a separate sheet if necessary):

<b>FULL NAME:</b>	<b>POSITION HELD:</b>
<b>FULL ADDRESS AND POSTCODE</b>	
<b>TEL. NUMBER:</b>	<b>E-MAIL ADDRESS:</b>
<b>FULL NAME:</b>	<b>POSITION HELD:</b>
<b>FULL ADDRESS AND POSTCODE</b>	
<b>TEL. NUMBER:</b>	<b>E-MAIL ADDRESS:</b>
<b>FULL NAME:</b>	<b>POSITION HELD:</b>
<b>FULL ADDRESS AND POSTCODE</b>	
<b>TEL. NUMBER:</b>	<b>E-MAIL ADDRESS:</b>

**SECTION D – TO BE COMPLETED BY ALL APPLICANTS**

Please supply the names and addresses of 2 established limited companies who will provide trade references for the Hirer

<b>COMPANY NAME:</b>	<b>COMPANY REGISTRATION NUMBER:</b>	
<b>REGISTERED ADDRESS:</b>		
<b>TEL. NUMBER:</b>	<b>FAX NUMBER:</b>	<b>E-MAIL ADDRESS:</b>
<b>COMPANY NAME:</b>	<b>COMPANY REGISTRATION NUMBER:</b>	
<b>REGISTERED ADDRESS:</b>		
<b>TEL. NUMBER:</b>	<b>FAX NUMBER:</b>	<b>E-MAIL ADDRESS:</b>

By completing this credit account application, you are confirming the following:

- 1) you have the requisite authority to apply for a trade account and act on behalf of the Hirer;
- 2) the information supplied in this account application is true and accurate;
- 3) you have read and accept Holywell's Conditions of Sale on behalf of the Hirer;
- 4) you agree and accept, on behalf of the Hirer, that any Account provided by Holywell, and any and all orders placed and contracts made by the Hirer with Holywell is conditional on and subject to Holywell's Conditions of Sale (as amended from time to time), a copy of which are available on request;
- 5) you agree and acknowledge, on behalf of the Hirer, that Holywell may make enquiries of credit reference agencies and other third parties, who may record those enquiries, to process the account application and manage the Account, that Holywell may also disclose information about the conduct of your Account to credit reference agencies and other third parties, and that the information obtained from, or provided to, credit reference agencies or other third parties may also be used by Holywell when assessing any applications by, or requests from, the Hirer for credit terms and for debt collection, tracing and fraud prevention purposes.

SIGNED BY OR ON BEHALF OF THE HIRER (Authorised signatory):

FULL NAME:	
POSITION HELD:	DATE:

**Please return this document, duly completed and signed, with a copy of your organisation's letterhead to the Holywell's trading address.**

**FOR INTERNAL USE ONLY**

ACCOUNT REFERENCE:	APPROVED PAYMENT TERMS:
SIGNED ON BEHALF OF HOLYWELL:	DATE:
FULL NAME:	
POSITION HELD:	
COMMENTS:	

## PERSONAL GUARANTEE

This Deed of Guarantee is made on the day of \_\_\_/\_\_\_/\_\_\_

### BETWEEN

- (1) Holywell Haulage Limited, a company incorporated in England and Wales under company registration number 03652224 of First Floor, 1 Park Court, Pyrford Road, West Byfleet, Surrey, KT14 6SD (“Company” - which expression shall include its successors in title, assigns and any corporate body with which it may amalgamate); and
- (2) ***[insert the name of the person providing the guarantee]*** of [ ] (“the Guarantor”).

### INTRODUCTION

In consideration of the Company having agreed to supply services and to make credit facilities available to the Principal, the Guarantor, who is [a [director/shareholder] of the Principal and is] involved in the management of the Principal, has agreed to enter into this Deed of Guarantee (“Guarantee”) in respect of the Guaranteed Obligations.

**NOW THIS DEED WITNESSES** and the Guarantor hereby agrees:

#### 1. INTERPRETATION

In this Guarantee (including the Introduction):-

- 1.1 “Principal” means ***[insert the name of the customer’s company]***, a company incorporated in England and Wales under company registration number ***[insert company number]***, having its registered office at ***[insert registered address]***; and
- 1.2 “Principal Agreement” means any agreement between the Principal and the Company for the supply of services and/or the provision of credit facilities.

#### 2 GUARANTEE

- 2.1 The Guarantor hereby unconditionally and irrevocably guarantees the due and punctual performance and discharge by the Principal of all of its obligations, commitments, undertakings, warranties, indemnities and covenants under or pursuant to the Principal Agreement, and the due and punctual payment of all sums of any nature now or subsequently payable (including any interest or late payment charges upon such sums) by the Principal to the Company whether under or pursuant to the Principal Agreement or otherwise when the same shall become due (“Guaranteed Obligations”), and the Guarantor agrees to indemnify the Company against any and all losses, damages, claims, liabilities, costs and expenses (including legal costs, on an indemnity basis, and expenses) which the Company may incur or suffer through or arising from any failure by the Principal to perform or discharge the Guaranteed Obligations.
- 2.2 This Guarantee and undertaking is a continuing guarantee and undertaking and shall remain in force until all the Guaranteed Obligations of the Principal, including those under the Principal Agreement, have been fully performed and discharged and all sums payable to the Company have been fully paid.
- 2.3 The liability of the Guarantor under this Guarantee and undertaking shall not be released, modified, impaired, diminished, discharged, or otherwise altered to the detriment of the Company, by:-
  - 2.3.1 any variation, extension, discharge or compromise dealing with exchange or renewal of any rights or remedies which the Company may now, or after the date of this Guarantee, have from or against the Principal or any other person;
  - 2.3.2 the making, amendment, novation, assignment, variation, termination or supplement of, or to, the terms of the Principal Agreement or any agreement or arrangement relating to any of the Guaranteed Obligations;
  - 2.3.3 the Company granting any indulgence, concession, waiver or consent to the Principal (or any other person) in connection with the Guaranteed Obligations, or allowing time for payment in respect of any amounts due, or taking or omitting to take any other step in relation to the Principal or any of the Guaranteed Obligations;
  - 2.3.4 any act or omission by the Company or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Principal or any other person;
  - 2.3.5 any insolvency, liquidation, administration, receivership, winding up or dissolution of the Principal, the Company or any other person or entity;

- 2.3.6 any act, omission, event or circumstance which causes any of the Guaranteed Obligations to be, or become, void, voidable, invalid or unenforceable for any reason;
- 2.3.7 any change of control or sale of any person or entity; and
- 2.3.8 any other act or omission or any other event or circumstance (whether or not known by a party) which would or might (but for this clause) operate to impair, exonerate, extinguish or discharge the Guarantor's liability under this Guarantee and undertaking.

### **3 GUARANTOR AS PRINCIPAL DEBTOR**

3.1 The Guarantor hereby waives any right which it may have to require the Company to proceed first against, or claim payment from, the Principal, to the intent that as between the Company and the Guarantor the latter shall be liable, as principal debtor, as if the Guarantor had entered into the Principal Agreement and all other obligations jointly and severally with the Principal.

3.2 If and whenever the Principal defaults, for any reason whatsoever, in the performance of any obligation or liability undertaken, or expressed to be undertaken, by it under or pursuant to the Principal Agreement, the Guarantor shall, on demand, immediately and unconditionally perform (or procure performance of), and satisfy (or procure the satisfaction of), the obligation or liability in regard to which such default has been made, in the manner prescribed by the Principal Agreement, so that the same benefits shall be conferred on the Company as it would have received if such obligation or liability had been duly performed and satisfied by the Principal.

### **4 NO PROOF IN COMPETITION WITH THE COMPANY**

4.1 All dividends, compositions and payments received by the Company from or on behalf of the Principal or from its estate, whether in bankruptcy or otherwise, are to be taken and applied by the Company as payments without the Company making any deduction in respect of any claim arising under this Guarantee, any right of the Guarantor to be subrogated to the Company in respect of such dividends or payments shall not arise until the Company has received the full amount of all the Company's claims against the Principal.

4.2 If any money shall become payable by the Guarantor under or by virtue of this Guarantee, the Guarantor shall not, so long as the same shall remain unpaid:

4.2.1 exercise, in respect of any amount previously paid by the Guarantor under this Guarantee, the right of subrogation, or any other right or remedy which the Guarantor may have in respect thereof, including (without limitation) the right of set off;

4.2.2 claim payment of any monies for the time being due to the Guarantor by the Principal, or exercise any other right or remedy which the Guarantor may have in respect thereof; or

4.2.3 in the event of liquidation or insolvency of the Principal, prove in competition with the Company for any monies owing to the Guarantor by the Principal of any account whatsoever.

### **5. MISCELLANEOUS**

5.1 Any demand for payment or notice under this Guarantee shall be in writing signed by an officer or agent of the Company, and shall be sent by first class post to, or left at the last known place of business or residence of, the Guarantor and shall be deemed to have been given 48 hours after posting or at the time of delivery if delivered personally.

5.2 This Guarantee is freely assignable or transferable by the Company.

5.3 The Guarantor may not assign any of its rights and may not transfer any of its obligations under this Guarantee, or enter in to any transaction which would result in any of those rights or obligations passing to another person.

5.4 No delay or omission on the part of the Company in exercising any right or remedy under this Guarantee shall impair that right or remedy or operate as to be taken to be a waiver of it, nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Guarantee or that of any other remedy.

5.5 If any provision of this Guarantee is found by any court or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in force with full effect. In the event that such court or administrative body of competent jurisdiction decides that such provision is not severable, the parties agree to attempt to substitute the relevant provision with a valid, enforceable and legal provision which achieves, to the greatest extent possible, the same effect as the original provision would have.

5.6 Unless expressly provided to the contrary in this Guarantee a person who is not a party to this Guarantee has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this Guarantee.

5.7 This Guarantee shall be governed by and construed in all respects in accordance with English law and the parties hereto agree to submit to the jurisdiction of the Courts of England and Wales.

**IN WITNESS** of which each party has duly executed this Guarantee as a Deed the date first above written.

Executed as a Deed by the Company  
acting by ***[Insert director's name]***

.....  
Authorised Person

In the presence of:

.....  
Signature of Witness

Name of witness:

.....

Address of witness:

.....

.....

.....

Occupation of witness:

.....

Executed as a Deed by the Guarantor  
acting by .....

.....  
Guarantor

(PRINT NAME)

who is a ..... of

(POSITION)

the Guarantor

In the presence of:

.....  
Signature of Witness

Name of witness:

.....

Address of witness:

.....

.....

.....

Occupation of witness:

.....

## PARENT COMPANY GUARANTEE

This Deed of Guarantee is made on the \_\_\_/\_\_\_/\_\_\_

### BETWEEN

- (1) Holywell Haulage Limited, a company incorporated in England and Wales under company registration number 03652224 of First Floor, 1 Park Court, Pyrford Road, West Byfleet, Surrey, KT14 6SD ("Company" - which expression shall include its successors in title, assigns and any corporate body with which it may amalgamate); and
- (2) **[Insert the name of the parent company]**, a company incorporated in England and Wales under company registration number **[insert company number]**, having its registered office at **[insert registered address]** ("the Guarantor").

### INTRODUCTION:

In consideration of the Company having agreed to supply services and to make credit facilities available to the Principal, the Guarantor, a parent company of the Principal, has agreed to enter into this Deed of Guarantee ("Guarantee") in respect of the Guaranteed Obligations.

**NOW THIS DEED WITNESSES** and the Guarantor hereby agrees:

#### 1. INTERPRETATION

In this Guarantee (including the Introduction): -

- 1.1 "**Principal**" means **[insert name of subsidiary]**, a company incorporated in England and Wales under company registration number **[insert company number]**, having its registered office at **[insert registered address]**; and
- 1.2 "**Principal Agreement**" means any agreement between the Principal and the Company for the supply of services and/or the provision of credit facilities.

#### 2 GUARANTEE

- 2.1 The Guarantor hereby unconditionally and irrevocably guarantees the due and punctual performance and discharge by the Principal of all of its obligations, commitments, undertakings, warranties, indemnities and covenants under or pursuant to the Principal Agreement, and the due and punctual payment of all sums any of nature now or subsequently payable (including any interest or late payment charges upon such sums) by the Principal to the Company whether under or pursuant to the Principal Agreement or otherwise when the same shall become due ("Guaranteed Obligations"), and the Guarantor agrees to indemnify the Company against any and all losses, damages, claims, liabilities, costs and expenses (including legal costs, on an indemnity basis, and expenses) which the Company may incur or suffer through or arising from any failure by the Principal to perform or discharge the Guaranteed Obligations.
- 2.2 This Guarantee and undertaking is a continuing guarantee and undertaking and shall remain in force until all the Guaranteed Obligations of the Principal, including those under the Principal Agreement, have been fully performed and discharged and all sums payable to the Company have been fully paid.
- 2.3 The liability of the Guarantor under this Guarantee and undertaking shall not be released, modified, impaired, diminished, discharged, or otherwise altered to the detriment of the Company, by: -
  - 2.3.1 any variation, extension, discharge or compromise dealing with exchange or renewal of any rights or remedies which the Company may now, or after the date of this Guarantee, have from or against the Principal or any other person;
  - 2.3.2 the making, amendment, novation, assignment, variation, termination or supplement of, or to, the terms of the Principal Agreement or any agreement or arrangement relating to any of the Guaranteed Obligations;
  - 2.3.3 the Company granting any indulgence, concession, waiver or consent to the Principal (or any other person) in connection with the Guaranteed Obligations, or allowing time for payment in respect of any amounts due, or taking or omitting to take any other step in relation to the Principal or any of the Guaranteed Obligations;
  - 2.3.4 any act or omission by the Company or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Principal or any other person;
  - 2.3.5 any insolvency, liquidation, administration, receivership, winding up or dissolution of the Principal, the Company or any other person or entity;
  - 2.3.6 any act, omission, event or circumstance which causes any of the Guaranteed Obligations to be, or become, void, voidable, invalid or unenforceable for any reason;
  - 2.3.7 any change of control or sale of any person or entity; and
  - 2.3.8 any other act or omission or any other event or circumstance (whether or not known by a party) which would or might (but for this clause) operate to impair, exonerate, extinguish or discharge the Guarantor's liability under this Guarantee and undertaking.

### **3 GUARANTOR AS PRINCIPAL DEBTOR**

- 3.1 The Guarantor hereby waives any right which it may have to require the Company to proceed first against, or claim payment from, the Principal, to the intent that as between the Company and the Guarantor the latter shall be liable, as principal debtor, as if the Guarantor had entered into the Principal Agreement and all other obligations jointly and severally with the Principal.
- 3.2 If and whenever the Principal defaults, for any reason whatsoever, in the performance of any obligation or liability undertaken, or expressed to be undertaken, by it under or pursuant to the Principal Agreement, the Guarantor shall, on demand, immediately and unconditionally perform (or procure performance of), and satisfy (or procure the satisfaction of), the obligation or liability in regard to which such default has been made, in the manner prescribed by the Principal Agreement, so that the same benefits shall be conferred on the Company as it would have received if such obligation or liability had been duly performed and satisfied by the Principal.

### **4 NO PROOF IN COMPETITION WITH THE COMPANY**

- 4.1 All dividends, compositions and payments received by the Company from or on behalf of the Principal or from its estate, whether in bankruptcy or otherwise, are to be taken and applied by the Company as payments without the Company making any deduction in respect of any claim arising under this Guarantee, any right of the Guarantor to be subrogated to the Company in respect of such dividends or payments shall not arise until the Company has received the full amount of all the Company's claims against the Principal.
- 4.2 If any money shall become payable by the Guarantor under or by virtue of this Guarantee, the Guarantor shall not, so long as the same shall remain unpaid:
  - 4.2.1 exercise, in respect of any amount previously paid by the Guarantor under this Guarantee, the right of subrogation, or any other right or remedy which the Guarantor may have in respect thereof, including (without limitation) the right of set off;
  - 4.2.2 claim payment of any monies for the time being due to the Guarantor by the Principal, or exercise any other right or remedy which the Guarantor may have in respect thereof; or
  - 4.2.3 in the event of liquidation or insolvency of the Principal, prove in competition with the Company for any monies owing to the Guarantor by the Principal of any account whatsoever.

### **5. MISCELLANEOUS**

- 5.1 Any demand for payment or notice under this Guarantee shall be in writing signed by an officer or agent of the Company, and shall be sent by first class post to, or left at the last known place of business or residence of, the Guarantor and shall be deemed to have been given 48 hours after posting or at the time of delivery if delivered personally.
- 5.2 This Guarantee is freely assignable or transferable by the Company.
- 5.3 The Guarantor may not assign any of its rights and may not transfer any of its obligations under this Guarantee, or enter in to any transaction which would result in any of those rights or obligations passing to another person.
- 5.4 No delay or omission on the part of the Company in exercising any right or remedy under this Guarantee shall impair that right or remedy or operate as to be taken to be a waiver of it, nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Guarantee or that of any other remedy.
- 5.5 If any provision of this Guarantee is found by any court or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in force with full effect. In the event that such court or administrative body of competent jurisdiction decides that such provision is not severable, the parties agree to attempt to substitute the relevant provision with a valid, enforceable and legal provision which achieves, to the greatest extent possible, the same effect as the original provision would have.
- 5.6 Unless expressly provided to the contrary in this Guarantee a person who is not a party to this Guarantee has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this Guarantee.
- 5.7 This Guarantee shall be governed by and construed in all respects in accordance with English law and the parties hereto agree to submit to the jurisdiction of the Courts of England and Wales.



**IN WITNESS** of which each party has duly executed this Guarantee as a Deed the date first above written.

Executed as a Deed by the Company  
acting by **[Insert director's name]**

.....  
Authorised Person

In the presence of:

.....  
Signature of Witness

Name of witness:

.....

Address of witness:

.....  
.....  
.....  
.....

Occupation of witness:

.....

Executed as a Deed by the Guarantor

acting by .....  
(PRINT NAME)

.....  
Guarantor

who is a ..... of  
(POSITION)

the Guarantor

In the presence of:

.....  
Signature of Witness

Name of witness:

.....

Address of witness:

.....  
.....  
.....  
.....

Occupation of witness:

.....

## 1. DEFINITIONS

In these Conditions, unless the context requires otherwise, the following definitions and rules of interpretation shall apply:

1.1 The following words shall have the following meanings:

**Account:** the credit account (if any) provided to the Hirer by Holywell;

**Additional Terms:** any terms varying or adding to the Conditions that are agreed in writing by Holywell;

**Contract:** any contract between Holywell and the Hirer for the hire of Hired Goods in accordance with and subject to the Conditions and any Additional Terms;

**Hire Period:** shall commence from the time when the Hired Goods leaves Holywell's depot, or the place where last located, and shall continue until the Hired Goods are received back at Holywell's named depot or other agreed location;

**Hirer:** is the company, organisation, person or public authority that enters into a Contract and includes their successors, assignees or personal representatives;

**Holywell:** Holywell Haulage Limited (t/a Holywell Skip Hire), a company registered in England and Wales (CRN: 3652224), whose registered office is at First Floor, 1 Park Court, Pyrford Road West, Byfleet, Surrey, KT14 6SD;

**Hired Goods:** covers all types of skips, lorries and any other Hired Goods or equipment that Holywell agrees to hire to the Hirer, or anything supplied by Holywell to effect the hire; and

**Working Day:** Monday to Friday (excluding bank holidays).

## 2. APPLICATION OF TERMS

2.1 The Conditions shall apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Hirer shall form part of any Contract and any attempt by the Hirer to exclude, vary or limit the Conditions shall be void.

2.2 Any variation to these Conditions shall have no effect and shall not form part of the Contract unless expressly agreed to in writing by Holywell.

2.3 Holywell may provide the Hirer with an oral or written quotation, which is an invitation to treat, and subject to the Conditions. Each quotation will remain valid for 7 days, provided Holywell has not previously withdrawn it.

2.4 An acceptance of the quotation or placing of an order by the Hirer shall be deemed to be an offer in law, subject to the Conditions, to hire the Hired Goods stated therein from Holywell.

2.5 No order placed by the Hirer shall be deemed to be accepted by Holywell until Holywell confirms acceptance orally or in writing.

2.6 No binding contract will come into existence until Holywell accepts the Hirer's order in accordance with Condition 2.5 or, if earlier, by Holywell delivering the Hired Goods.

## 3. DESCRIPTION

3.1 The quantity and description of the Hired Goods are set out in the quotation and the Contract.

3.2 The Hirer acknowledges and accepts that the Hired Goods shall be supplied by Holywell in accordance with the purpose and specification stated by the Hirer.

3.3 All descriptions, drawings, specifications, technical data and illustrations and any advertising or other materials issued by Holywell, or contained in Holywell's brochures or website, are approximations and for information purposes only, should not be relied on by the Hirer as precise or construed literally and shall not form part of the Contract.

3.4 Holywell reserves the right to change any descriptions, drawings, specifications, technical data, illustrations, brochures, advertising materials, its website and any other materials provided at any time without notice.

## 4. DELIVERY

4.1 Acceptance of the Hired Goods on site implies acceptance of the Conditions and any Additional Terms of the Contract.

4.2 Once the Hired Goods have been delivered by Holywell, they shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with the terms of the Contract and to the Hirer's satisfaction. The Hirer shall be responsible for the safe keeping of the Hired Goods, their use in a workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and/or Holywell's recommendations, and the return of the Hired Goods on the completion of the Hire Period in equal good order (fair wear and tear excepted).

## 5. HIRER'S OBLIGATIONS, WARRANTIES AND LIABILITY

5.1 The Hirer warrants that it has the necessary authority to enter into the Contract. The Hirer warrants that all the information provided to Holywell is true and accurate and acknowledges that Holywell is relying on such information, particularly the specification and purpose given by the Hirer, in order to perform its obligations under the Contract.

5.2 The Hirer warrants that the Hired Goods will be kept during the Hire Period and returned to Holywell at the end of the Hire Period in a clean and good state of repair and condition.

5.3 The Hirer is deemed to have knowledge of the site or the property or land where the Hired Goods are to be placed and/or utilized. The Hirer warrants that the condition of the site or place of delivery of the Hired Goods are suitable both for transportation of the Hired Goods to the site and for the placing and/or utilization of such Hired Goods.

5.4 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Hired Goods and shall protect the same against distress, execution or seizure and shall indemnify Holywell 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.

5.5 Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury:

(a) prior to delivery of any Hired Goods to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Hired Goods are in transit by transport of Holywell or as otherwise arranged by Holywell;

(b) after the Hired Goods have been removed from the site and is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to Holywell by transport of Holywell or as otherwise arranged by Holywell; or

(c) where the Hired Goods are travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or after its joining such highway) under its own power with a driver supplied by Holywell.

5.6 If the Hired Goods are involved in any accident resulting in injury to persons, or damage to property, the Hirer must immediately notify Holywell by telephone and send written confirmation to Holywell no later than 24 hours after the accident. In relation to any claim made by a third party, no admission of liability, offer, promise of payment, or indemnity shall be made by the Hirer without Holywell's prior written permission and the Hirer shall use its reasonable endeavors to assist Holywell in dealing with any claims.

5.7 The Hirer warrants that it will not leave and will not allow anyone else to leave any property in the Hired Goods at the end of the Hire Period.

5.8 The Hirer agrees and warrants that if it breaches Condition 5.8:

(a) any property left in the Hired Goods belongs to the Hirer and has been abandoned by the Hirer;

(b) Holywell is permitted to dispose of any property left in the Hired Goods; and

(c) the Hirer shall be liable to pay Holywell on demand any and all reasonable costs and expenses incurred by Holywell as a result of the Hirer breaching Condition 5.8 and Holywell shall be entitled to deduct such costs and expenses from any monies lawfully due to the Hirer from Holywell.

5.9 The Hirer warrants that materials shall at all times be loaded safely into the Hired Goods and warrants that:

(a) the waste material is of such nature that the regulations issued by the Secretary of State under the Deposit of Poisonous Waste Act 1972 (the "DPWA"), which are in force on the date of the removal of each loaded Hired Goods container/vehicle, exempt the waste material being removed from the provisions of the DPWA; or

(b) the required notice covering the removal of each loaded Hired Goods container/vehicle have been served on the responsible authority under the provisions of Section 3(1) of the DPWA and in the form required by Section 3(2) of the DPWA.

5.10 The Hirer further warrants that it will not:

(a) light fires nor burn anything in the Hired Goods;

(b) place any corrosive acid, noxious substances, liquid cement or concrete in the Hired Goods;

(c) fill the Hired Goods above the level of its sides; or

- (d) *use the Hired Goods other than in accordance with the Conditions.*
- 5.11 *The Hirer agrees and warrants that if it breaches Condition 5.11:*
- (a) *Holywell is not obliged to remove, collect or accept the return of the Hired Goods until the excess has been removed by the Hirer; and*
- (b) *the Hirer shall be liable to pay Holywell on demand any and all reasonable costs and expenses incurred by Holywell as a result of the Hirer breaching Condition 5.11, including the cost of replacement Hired Goods.*
- 5.12 *The Hirer warrants that where the Hired Goods are a skip, and such is to be placed on a Public Highway or anywhere other than on private property:*
- (a) *the permission of the Highway Authority has been duly obtained under Section 139 of the Highways Act 1980;*
- (b) *the said permission will be kept in force, by extension or renewal as necessary, until either the Hired Goods are removed or until the expiry of three Working Days after notice is given by the Hirer to Holywell to remove the Hired Goods;*
- (c) *if placed on the Public Highway, the Hirer shall have in place all criteria to meet the terms of the permit granted by the Highway Authority, e.g. lights, cones, etc.;*
- (d) *the Hirer will ensure that it fully understands all conditions subject to which the permission has been granted and shall ensure that all conditions specified shall be complied with, particularly (without limitation) that the container shall be properly lit during the hours of darkness;*
- (e) *the Hirer will not move or remove the Hired Goods from the place where it is first located without first obtaining the written permission of both Holywell and the Highway Authority; and*
- (f) *the Hirer shall ensure that, at the time when notice of collection is given to Holywell, there is clear space at one end of the Hired Goods of not less than thirty feet to give Holywell's lorry the necessary and adequate access to effect collection and removal.*
- 5.13 *The Hirer warrants that, where the Hired Goods are placed on the Public Highway or anywhere where damage to property or injury to third parties is foreseeable, it shall provide marker cones and red lights to be placed on and around the Hired Goods as required by the provisions of the Highways Act 1980.*
- 5.14 *The Hirer shall be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Act, Health and Safety at Work, etc. Act, and observance of the Road Traffic Acts to the extent applicable.*
- 6. MAINTENANCE, HANDLING, BREAKDOWN AND REPAIRS**
- 6.1 *The Hirer shall at all times when hiring Hired Goods without Holywell's operator or driver take all reasonable steps to keep himself acquainted with the state and condition of the Hired Goods. If such Hired Goods is continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense or accidents whether directly or indirectly arising therefrom.*
- 6.2 *Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by Holywell, if requested by the Hirer, and returned on completion of Hire Period.*
- 6.3 *The Hirer shall at all reasonable times allow Holywell, his Agents or his Insurers to have access to the Hired Goods to inspect, test, adjust, repair or replace the same.*
- 6.4 *When a driver or operator or any person is supplied by Holywell with the Hired Goods, Holywell shall supply a person competent in operating the Hired Goods or for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Hired Goods be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of Condition 10) and the Hirer shall be solely responsible for all claims arising in connection with the operation of the Hired Goods by the said drivers/operators/ persons.*
- 6.5 *The Hirer shall not allow any other person to operate such Hired Goods without Holywell's prior written consent.*
- 6.6 *Such drivers or operators or persons shall not operate any other Hired Goods or machinery or undertake work other than that for which they are supplied by Holywell unless previously agreed in writing between Holywell and the Hirer.*
- 6.7 *Any breakdown or the unsatisfactory working of any part of the Hired Goods must be notified immediately to Holywell. Any claim for breakdown time will only be considered from the time and date of notification.*
- 6.8 *Full allowance for the hire charges set out in the Contract will be made to the Hirer 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.*
- 6.9 *The Hirer shall not (except for the changing of any tyre and repair of punctures), repair, modify or alter the Hired Goods without the prior written permission of Holywell. The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed/repared and is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by Holywell and for the repair of any puncture.*
- 6.10 *The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Hired Goods due to the Hirer's negligence, misdirection or misuse of the Hired Goods, whether by the Hirer or his servants, and for the payment of hire at an agreed reduced rate during the period the Hired Goods is necessarily idle due to such breakdown, unsatisfactory working or damage. The Hirer is responsible for the cost of spares and/or repairs due to theft, loss or vandalism of the Hired Goods. Holywell will be responsible for the cost of repairs, inclusive of the cost of spares, to the Hired Goods involved in breakdown from all other causes.*
- 6.11 *No claims will be admitted (other than those allowed for under Condition 6), for stoppages through causes outside Holywell's control (including but not limited to bad weather and/or ground conditions), nor shall Holywell be responsible for the cost or expense of recovering any Hired Goods from soft or unsuitable ground or a hazardous environment, the Hirer shall be responsible for such cost or expense.*
- 6.12 *Each item of Hired Goods specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of Holywell or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Hired Goods working in conjunction therewith, provided that where two or more items of Hired Goods are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.*
- 7. TITLE, RISK AND INSURANCE**
- 7.1 *The Hired Goods shall at all times remain the property of Holywell and the Hirer shall have no right, title or interest in or to the Hired Goods, save the right to possession and use subject to the Conditions.*
- 7.2 *The risk of loss, theft, damage or destruction of the Hired Goods shall pass to the Hirer on delivery. The Hired Goods shall remain at the sole risk of the Hirer during the Hire Period and the Hirer shall, at its own expense, obtain and maintain the following insurances:*
- (a) *insurance of the Hired Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Holywell may from time to time nominate in writing;*
- (b) *insurance for such amounts as a prudent owner or operator of the Hired Goods would insure for, or such amount as Holywell may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and whoever arising in connection with the Hired Goods; and*
- (c) *insurance against such other or further risks relating to the Hired Goods as may be required by law, together with such other insurance as Holywell may from time to time consider reasonably necessary and advise to Holywell.*
- 8. PRICE**
- 8.1 *Unless otherwise agreed by Holywell in writing, the price for the hire of the Hired Goods shall be the price verbally stated or in the quotation provided by Holywell to the Hirer and shall be exclusive of value added tax ("Price"). The Price is inclusive of the charges for a ten-minute period for the deposit of the Hired Goods and of the charges for a ten-minute period for loading and removal of the Hired Goods.*
- 8.2 *Holywell reserves the right to vary the Price, by giving notice to the Hirer prior to delivery, to take account of any variation (howsoever arising) in these costs between the quotation or order acknowledgement date and the delivery date.*
- 8.3 *In addition to the Price, the Hirer shall pay for:*
- (a) *any work carried out by Holywell, at the Hirer's request, which Holywell was not originally contracted to undertake, including any extension of the period of hire;*
- (b) *any work required or costs arising as a result of any matter Holywell did not know existed at the date of the quotation and Holywell could not have reasonably foreseen;*

- (c) any work or costs as a result of the Hirer failing to comply with any of the Conditions;
  - (d) demurrage due to a delay greater than 10 minutes in the deposit or loading and removal of the Hired Goods as a result of the Hirer's acts or omissions, which will be charged at the day rate of the vehicle kept waiting;
  - (e) any costs incurred by Holywell as a result of the Highway Authority or the Police exercising their powers to, or causing Holywell to, light, move or remove the Hired Goods during the period of hire; and
  - (f) any loss, claims, damages or expenses sustained by Holywell as a result of the Hirer requesting or ordering vehicles delivering or collecting Hire Goods to leave the road and damage occurring to the vehicle, the Hired Goods or the property of the Hirer or third party (including, without limitation, damage to road margins and pavements).
- 8.4 Any additional costs payable by the Hirer by virtue of Condition 8.3 will (at Holywell's option) be invoiced by Holywell at the time the costs are incurred or separately after completion of the Contract and shall be payable in accordance with Condition 9.1.

## **9. PAYMENT**

- 9.1 Unless otherwise agreed in writing, for Hirers with an Account that has not reached its credit limit, each invoice submitted by Holywell shall be paid within 30 days of the invoice date.
- 9.2 For Hirers without an Account, or with an Account that has reached its credit limit or has been suspended by Holywell, the Price shall be paid for at the time of the order or on receipt of Holywell's invoice (as directed by Holywell).
- 9.3 Any query or dispute in relation to an invoice must be submitted by the Hirer in writing, with appropriate details, within 7 days of the invoice date. If the Hirer fails to raise a query or dispute within this timeframe then it waives its right to do so. Time for payment shall be of the essence.
- 9.4 Holywell reserves the right to exercise its absolute discretion and cancel the Account by notice. Holywell reserves the right to suspend the Account if it decides, for whatever reason, that it requires further security from the Hirer, other than that already provided (if any), for the performance and discharge of the Hirer's obligations under any Contract or for any other reason it considers reasonable. The Hirer agrees to use its best endeavors to ensure that any additional security required by Holywell (including, but not limited to, a third party providing a guarantee) is provided. Holywell may decide to reinstate the Account if the Hirer provides the additional security required or meets any other conditions required to be satisfied by Holywell.
- 9.5 If Holywell exercises its right to cancel or suspend the Account, in accordance with Conditions 9.4, all sums owed to Holywell by the Hirer at the date of cancellation or suspension shall be payable on demand and Holywell may continue trading with the Hirer on the basis set out in Condition 9.1.
- 9.6 No payment shall be deemed to have been received until Holywell has received cash or cleared funds and all sums payable to Holywell under a Contract shall become due immediately on its termination, howsoever arising.
- 9.7 The Hirer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Hirer has a valid court order requiring an amount equal to such deduction to be paid by Holywell to the Hirer.
- 9.8 If the Hirer does not make payment of a sum by the final date on which payment is due to be made, Holywell has the right to suspend performance of its obligations under the Contract and collect the Hired Goods from the site and/or prevent use of or access to the Hired Goods forthwith. The right to suspend the Contract and collect the Hired Goods may not be exercised without first giving to the Hirer at least 2 days' notice in writing, stating the ground or grounds on which Holywell intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.
- 9.9 Without prejudice to any of its other remedies, if any amount due from the Hirer is not paid in accordance with the Contract Holywell may do all or any of the following:
- (a) treat any or all Contracts as repudiated by the Hirer;
  - (b) without notice suspend or cancel delivery of the Hired Goods under any other Contract until the Hirer pays the outstanding amount(s) in full;
  - (c) appropriate any payment made by the Hirer under any other Contract with Holywell to pay for any outstanding amounts as Holywell may, in its sole discretion, think fit;
  - (d) charge interest at the annual rate of 4% above the base rate of the Bank of England;
  - (e) claim interest and compensation under Late Payment of Commercial Debts (Interest) Act 1998 (as amended); and
  - (f) invoice the Hirer for any and all reasonable costs (including, without limitation, legal costs on an indemnity basis) incurred in recovering the monies owed.
- 9.10 On termination of the Contract, howsoever caused, the rights of Holywell in this Condition 9 shall remain in effect.

## **10. LIMITATION OF LIABILITY**

- 10.1 Condition 10 sets out the entire financial liability of Holywell (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Hirer in respect of any breach of the Contract and any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract.
- 10.2 Subject to the other the Conditions:
- (a) Holywell's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance, or contemplated performance of, the Contract, shall be limited to the Price or £15,000 (whichever shall be the greater); and
  - (b) Holywell shall not be liable to the Hirer for any pure economic loss, loss of profit, loss of business, depletion or goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for special, indirect or consequential loss, damages, costs, expenses or other claims for consequential compensation whatsoever, and howsoever caused, which arise out of or in connection with the Contract.
- 10.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.4 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by their negligence, or fraudulent misrepresentation, or any other matter for which it would be illegal or unlawful for either party to exclude or attempt to exclude liability.

## **11. TERMINATION**

- 11.1 Where the Hire Period is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by seven days' notice in writing given by either party to the other except in cases where the Hired Goods has been lost or damaged. Notwithstanding that Holywell may have agreed to accept less than 7 days' notice of termination, the Hirer's obligations under Conditions 5 and 10 shall continue until the Hired Goods is returned to or collected by Holywell. Oral notice given by the Hirer to Holywell's driver or operator shall not be deemed to constitute compliance with the provisions of this Condition.
- 11.2 Without prejudice to Condition 11.1 should the Hirer fail to make the Hired Goods available for collection by Holywell before the end of the 7 day notice, the Hirer's obligations under Conditions 5 and 10 shall continue for a further 3 days or until such time as the Hired Goods are made available for collection and Holywell has collected the Hired Goods.
- 11.3 If the Hirer terminates the Contract before the Hire Period commences, then the Hirer is liable for all reasonable costs and charges incurred by Holywell or to which Holywell is committed at the time of termination (if any). If the Hirer terminates the Contract after the Hire Period commenced, then the Hirer is liable to pay Holywell 90% of the Price or such other amount as Holywell considers reasonable in the circumstances, which may be 100% of the Price.
- 11.4 Where the Hired Goods are to be collected by Holywell to conclude the Hire Period, the Hirer must give Holywell three clear Working Days' notice of its intention to terminate the hire of the Hired Goods.
- 11.5 Holywell may terminate the Contract forthwith by written notice to the Hirer if one of more of the following events occur:
- (a) the Hirer defaults in punctual payment of any sum due to Holywell for the hire of the Hired Goods or other charges payable pursuant to these Conditions;
  - (b) the Hirer fails to observe and perform the terms and conditions of the Contract;
  - (c) the Hirer suffers, or Holywell reasonably believes that the Hirer shall suffer, any distress or execution to be levied against him;
  - (d) the Hirer makes or proposes to make any arrangement with his creditors or becomes 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
  - (e) the Hirer does or causes to be done or permit or suffer any act or thing whereby Holywell's rights in the Hired Goods may be prejudiced or put into jeopardy.
- 11.6 In the event of termination under Condition 11.5 above:
- (a) the Hirer must give Holywell or his agents, immediate unobstructed access to recover the Hired Goods;

- (b) Holywell shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this Condition and return transport charges.
- 11.7 The rights under Conditions 11.5 and 11.6 above:
- (a) may be exercised notwithstanding that Holywell may have waived some previous default or matter of the same or a like nature; and
- (b) shall not affect Holywell's right to claim damages for breach of contract or recover any sums due under the Contract as a debt.
- 12. INDEMNITY**
- 12.1 The Hirer shall be liable to pay Holywell (on written demand) for, and indemnify Holywell against, all reasonable costs, expenses and losses sustained or incurred by Holywell (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, damage to property, loss of opportunity to deploy resources elsewhere, legal costs on an indemnity basis) arising directly or indirectly from the Hirer's fraud, negligence or failure to comply, or unreasonable delay in complying, with any of the Conditions or any provisions of the Contract.
- 12.2 In the event of loss of or damage to the Hired Goods, the Hirer shall make good to Holywell all loss of or damage to the Hired Goods from whatever cause the same may arise, fair wear and tear excepted, and, except as provided in Condition herein, and shall also fully and completely indemnify Holywell and any personnel supplied by Holywell in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Hired Goods during the continuance of the Hire Period, in connection therewith whether arising under statute or common law. hire charges shall be continued at daily rates until settlement has been agreed.
- 13. FORCE MAJEURE**
- 13.1 Holywell reserves the right to defer the date of delivery of the Hired Goods or cancel the Contract (without liability to the Hirer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, labour disputes (other than in relation to Holywell's own workforce), or restraints or delays affecting suppliers or carriers, or inability or delay in obtaining supplies of adequate quality, provided that, if the event in question continues for a continuous period in excess of 10 days, the Hirer shall be entitled to give notice in writing to Holywell to terminate the Contract.
- 14. GENERAL**
- 14.1 Each right or remedy of Holywell under the Contract is without prejudice to any other right or remedy of Holywell whether under the Contract or not.
- 14.2 Except as permitted by law, the Hirer shall not disclose any confidential information or commercial know-how provided by or relating to Holywell.
- 14.3 If any Condition is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining Conditions, and the remainder of such Condition, shall continue in full force and effect. In the event that such court decides that such Condition is not severable, the parties agree to substitute such Condition with a legal, valid, enforceable and reasonable Condition which achieves, to the greatest extent possible, the same commercial effect as the original Condition.
- 14.4 Failure or delay by Holywell to enforce, or partially enforce, any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by Holywell of any breach of, or any default under, any provision of the Contract by the Hirer shall be in writing and shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
- 14.5 The formation, existence, construction, performance, validity and all aspects of this agreement shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.
- 14.6 All notices sent by the Hirer to Holywell must be sent to Holywell at its registered address or by email [info@holywellhaulage.com](mailto:info@holywellhaulage.com) or facsimile or as otherwise agreed by Holywell. Holywell may send notices to the Hirer at the email or postal address, or by facsimile to the number, provided by the Hirer to Holywell.
- 14.7 All communications between the parties about the Contract, including any notices to be sent or received under the Contract, must be in writing. Notices shall be deemed served on delivery if delivered by hand, 48 hours after posting if sent by post, and on completion of transmission if sent by email or facsimile.