Credit Account Application Form

We'll use your contact email to confirm orders, and your invoicing email for invoices and statements. Your details will only be used for essential business purposes, including transactions and relevant offers.

Return completed form via email to info@its.uk.com or your representative or to:

Intelligent Traffic Systems Ltd, Rookery Farm, Grays Lane, Pulham Market, Diss, Norfolk IP21 4XQ. Tel. 0333 772 2487

Please ensure all mandatory fields are completed prior to submission. *Are mandatory fields to be completed.

YOUR BUSINESS DETAILS

If you wish to open a credit account, please complete this form and return it along with your company letterhead, business card, or an official order form.

Trading Style (please tick one):* Sole Trader ☐ Partnership ☐ Limited Company ☐ PLC ☐ Public Sector ☐ Other

Full Company Name:*

Registered Address:

Town:

Postcode:

Depot Address (if different):

Town:

Postcode:

Company Registration Number (if applicable):

VAT Registration Number:

Year Established: Type of Business:

Credit Limit Required: Credit Terms: **30 DAYS FROM INVOICE**

Trading Name (if applicable):

Contact Details*

Telephone No:* Mobile No:*

Out of Hours Number:

Buyer Contact Name:

Buyer Email:

Payment Contact Name:*

Payment Tel No:*

Payment Email:*

Email Address for Invoices/Statements:

Does your company issue order numbers? (please tick one): Yes ☐ No ☐

Will orders be confirmed by email? (please tick one): Yes ☐ No ☐

BANK DETAILS

Bank Name: Account Name:

Address: Sort Code: Account Number:

CONSTRUCTION INDUSTRY SCHEME (CIS) DETAILS

Are you CIS registered? (please tick one): Yes ☐ No ☐

UTR Number:

Are you an End User? (please tick one): Yes ☐ No ☐

An "End User" is a business or individual who uses the construction services for themselves, rather than resupplying them. This affects how VAT is applied.

TRADE REFERENCES

Please only list companies with whom you currently hold active credit accounts.

Name:	Name:	Name:
Address:	Address:	Address:
Telephone:	Telephone:	Telephone:
Email:	Email:	Email:

INSURANCE FOR HIRED IN PLANT/EQUIPMENT

Please attach a copy of your current insurance certificate(s) as evidence of cover.

Under the conditions of Intelligent Traffic Systems Ltd, the responsibility for insurance cover—against theft, damage, and any claims arising from the use of traffic management equipment—rests with the hirer for the entire duration of the hire contract. Therefore, confirmation of insurance is required.

Insurer: Policy Number: Expiry Date:

OFF-HIRE PROCEDURE

We are prepared to accept off-hiring of plant and equipment on the following basis: all terminations of hire must be communicated directly to the Hire Office, either by telephone on 0333 772 2487 or by email at info@its.uk.com. Please note that messages passed via our Traffic Management Operatives or third parties will not be accepted as valid notice of off-hire. Additionally, off-hiring requests made outside of our standard hours (Monday to Friday, 6:00am–6:00pm, and weekends) will incur an out-of-hours collection charge and be subject to a premium rate.

DECLARATION

This section must be completed by a director or an individual authorised to sign on behalf of the company.

I/we declare that the information given above is correct and that I/we agree to accept Intelligent Traffic Systems Ltd's conditions of hire and trading terms as detailed herein.

Signed: Print Name: Date:

Type your name or add an electronic signature to complete this declaration.

FOR OFFICE USE ONLY

IMPORTANT - PLEASE DO NOT COMPLETE THIS SECTION

Credit checks completed ☐ Insurance documents verified ☐ CIS status checked ☐ Customer added to systems ☐ Trade references checked ☐ Rates added ☐

Completed by (initials): Completion Date: Note:

1. Definitions

a. The 'Owner' is Intelligent Traffic Systems Ltd 'The Company' or person/representative letting the plant/equipment on hire. Use of the word 'Owner' in this document does not imply that the Owner has title to the Plant as some equipment may be on finance agreements.

b. 'ITS' refers to Intelligent Traffic Systems Ltd and may be used interchangeably throughout this document.

c. The 'Hirer' is the company, firm, or person taking the plant/equipment on hire and includes their successors or representatives.

d. 'Plant'/'Equipment' covers all classes of plant, equipment and related accessories which the Owner agrees to hire to the Hirer.

e. A 'day' shall be 24 hours and a 'week' shall be 5 days generally Monday-Friday. Out of Hours (weekend) works charged separately.

2. Availability of Plant/Equipment

The Plant/Equipment is offered subject to stock being available to the Owner at the time required by the Hirer.

3. Warranty/contract

No conditions or warranty other than specifically set out in these terms shall be implied or deemed to be incorporated in to or form part of the Contract.

4. Loading/Unloading

The Owner shall be responsible for unloading and reloading the plant/equipment at site if delivery/collection is required. Any driver supplied by the Owner shall be deemed to be under the Hirer's control when on the hirer's site. Any plant/equipment being collected/returned to the Owner at the Owners depot shall be at the responsibility of the Hirer until the plant/equipment is checked in by the Owner or a representative.

5. Delivery In Good Order

Unless notification in writing to the contrary is received by the Owner from the Hirer within one day of the plant being supplied, the plant shall be deemed to be in good order in accordance with the terms of contract and to the Hirer's satisfaction

6. Maintenance Of Plant/Equipment

a. Subject to condition 11b, the Hirer shall be responsible for the safekeeping and maintenance of the plant/equipment. If the Hirer is charging the batteries themselves they will ensure proper maintenance and charging of the batteries and ensure no damage comes to the protective casing in transport. On the completion of the hire the plant/equipment shall be returned in the same condition as on delivery to the Hirer (fair wear and tear accepted).

b. The Hirer shall take all reasonable steps to keep itself acquainted with the state and condition of the plant/equipment. If the Hirer uses/transports plant/equipment that is in an unsafe manor, the Hirer shall be solely responsible for any consequent damage, loss or accidents whether arising directly or indirectly.

c. The Hirer shall be responsible for any timings/setup modes input onto the plant/equipment, namely the traffic lights and is responsible for ensuring anyone operating said plant/equipment is trained and competent to do so. On request the Owner can carry out installations for the Hirer at which time the timings and mode settings will be agreed and recorded. In this circumstance the responsibility still lies with the Hirer for all timings on the plant.

d. The Hirer shall regularly clean the Plant and return it in a clean condition. The Hirer shall be responsible for any expense involved in cleaning the plant incurred by the Owner.

7. Breakdown & Damages

a. Any breakdown or the failure of any part of the plant must be notified immediately to the Owner with the exception of battery failure and comms fails. Any claim for breakdown time will only be considered from the time and date when notification is received by the Owner. Battery failures, comms issues will be the responsibility of the hirer.

b. Full allowance will be made to the Hirer for any stoppages due to breakdown of plant caused by the development of an inherent fault or fair wear and tear and for all stoppages for the normal running repairs in accordance with the terms of the Contract. The Hirer shall be responsible for all expenses involved arising from any breakdown and all loss or damage or misuse of the plant/equipment, whether by the Hirer or their representatives, and for the payment of the hire charges during the period the Plant is necessarily idle due to such breakdown/damage.

c. Under no circumstances shall the Hirer repair or attempt to repair the plant/equipment unless authorised via email by the Owner or a representative. No allowance for hire charges or for the cost of repairs will be made by the Owner to the Hirer unless such repairs have been authorised in writing by the Owner.

8. Other Claims

No claims will be admitted, other than those allowed for under Breakdown under condition 7, for stoppages through causes outside the Owner's control.

9. Consequential Loss

The Owner accepts no liability for direct or indirect loss of revenue or profit or for any consequential loss or damage due to arising from the breakdown or stoppage of the plant through any cause whatsoever, or through non-delivery arising from accident or breakdown during loading, unloading, or transport of the plant.

10. Notice Of Accidents

If the plant/equipment is involved in an accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner, confirmed in writing via email to the Owner. Any claim not written/emailed, the Hirer's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

11. Hirer's Responsibility For Damage & Loss

a. Subject to condition 11b, during the hire period the Hirer shall make good to the Owner all loss of or damage to the plant/equipment from whatever cause the same may arise, fair wear and tear accepted, and except as provided in condition 7, and shall also fully indemnify the Owner in respect of all claims by any person whatsoever whether for injury to person or property or otherwise caused by or in connection with or arising out of the use of the plant/equipment and in respect of all costs and charges in connection there with arising under common law.

b. The Hirer acknowledges that the plant/equipment is such that, if lost or not returned, it can only be replaced and the loss made good by the Owner purchasing new replacement(s). If the plant is lost/stolen, not returned when the termination of the hire is requested by the Hirer, the hire will be deemed to end only when the Hirer pays the Owner the manufacturer's current list price for the plant/equipment ("Relevant Payment"). The Hirer agrees to pay the Owner all costs incurred by the Owner in rectifying the condition of the plant/equipment returned damaged or deemed unclean. If plant/equipment is lost/stolen, hire charges will continue until the Relevant Payment has been received by the Owner. The Hirer shall promptly notify the Owner of any loss of plant/equipment in writing and pay the Relevant Payment to the Owner.

c. Risk in the plant/equipment passes to the Hirer on supply and reverts to the Owner on return of the plant/equipment to the Owner.

12. Servicing and Inspection

The Hirer shall at all reasonable times allow the Owner, its representatives or insurers to have access to the plant/equipment to service, inspect, test, replace or repair.

13. Site Re-location

The Hirer shall not move the Plant from the site to which it was delivered/installed unless prior consent is obtained from the Owner, such consent to be confirmed in writing via email. Any non-installation hires where the Owner or its representatives have not installed on site and the hirer has plant on long term hire permission is granted to move the plant/equipment as required. Any hires which the Hirer requires the Owner to complete battery changes must not be moved from the site address given. If the plant is re-located from the hire location provided and the Owner not updated via email of the new location any cancellation charges for failed battery changes will be fully chargeable on top of the battery change which would still be required. It is the hirers responsibility to ensure the Owner us updated of any new location updates where servicing is required.

14. Sub-Letting

The Hirer shall not sub-let or lend the plant/equipment without consent from the Owner.

15. Government Regulations

The Hirer will be responsible for compliance with all regulations issued by the Government of Local Authorities, including Regulations under the Road Traffic Acts, New Roads and Street Works Act, Traffic Signs Regulations and General Directions and all other applicable laws and shall immediately notify the Owner of any costs, losses and penalties arising as a consequence of non-compliance by the Hirer. The Hirer shall indemnify the Owner in full on demand for all costs, losses and penalties arising as a consequence of the Hirer's non-compliance with any applicable laws.

16. Owner ID Markers

The Owner may affix the company's ID plate, plant number, mark or sticker on the plant/equipment indicating that it is the Owners property and the Hirer shall not remove, deface or cover up the same unless given written permission via email from the Owner. Any replacement costs of plates/stickers will be recharged to the Hirer.

17. Billing

Minimum weeks hire charge applies to all plant/equipment unless considered otherwise and a written agreement obtained by the director/s of the Owner.

a. After the first week, a daily rate will be charged at 1/5th of weekly terms.

b. The daily rates will not apply to plant hired on a 'week minimum' basis.

c. Hire rates do not include carriage. Any expense incurred by the Owner in delivering/collecting or recovering plant/equipment will be charged to the Hirer. A minimum 24 hours notice must be given to the Owner if the Hirer requires plant/equipment to be collected.

18. Hire commencement and termination

a. For short term hires, the hire period shall commence on a date agreed between the Owner and the Hirer and shall continue until the plant/equipment is returned to the Owner's depot.

b. Where a Hirer notifies the Owner of termination of the short term hire this can only be accepted where either the plant/equipment is returned to the Owner's depot or termination of hire is confirmed in writing via email if the Owner is to collect from the Hirer or Hirer's site.

c. The Hirer is responsible for ensuring that all digital app's for plant/equipment returned off hire are countersigned by a representative of the Owner. In any event where a digital signature is not available, such as a pandemic or mobile device failure the Owner will confirm via email the off hire.

d. Contract hires are subject to individual Contract Hire Agreements between both parties with additional terms and conditions that will apply alongside the standard Terms & Conditions set out herein.

19. Section 74 Notices

Further to item 15. Any section 74 notices/penalties are the sole responsibility of the Hirer with the only exception being a missed confirmed (via email) off hire by the Owner. No liability will be accepted in any other case.

20. Acceptance Of Hire Conditions

The acceptance of any plant/equipment from the Owner by the Hirer will constitute the acceptance of these terms & conditions.

21. Payment Terms

Payment terms are strictly 30 days from date of invoice unless stated otherwise in writing by the director/s / the owners. All invoices will be sent electronically via email. If any sum remains unpaid after the due date, the payment of all hire and sale charges, no matter how recent, shall become due immediately. Failure of payment may lead to court proceedings. For any invoices which go overdue, a first reminder letter will be sent one week following due date, a second reminder letter will follow 2 weeks after due date and a final notice letter will be issued 3 weeks after due date where at this point the customer account will be put on stop. If 7 days after the final notice, payment has still not been received, the customer account will be referred to our collection agents for recovery without further notice and arrangements will be made to recover all the Owners equipment.

The customer will be liable for any legal costs incurred to the Owner for debt collection, including but not limited to, the issue of letters from our legal department through to court & solicitor/barrister expenditure.

22. Protection Of Owner's Rights

a. The Hirer shall not re-hire, sell, charge, pledge, part with possession of or otherwise deal with the plant/equipment, and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising from any failure to observe and perform this Condition, except in the event of Government requisition.

b. If the Hirer fails to make prompt payment of all sums due to the Owner or shall fail to observe and comply with these standard terms, or suffers any distress or execution to be levied against it or makes or proposes to make any arrangement with its creditors or being a company, goes into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights in the plant/equipment may be put into jeopardy, the hire period shall forth with be terminated (without any notice or other act on the part of the Owner and not withstanding that the Owner may have waived a previous default) and the Owner shall be entitled to retake possession of the said plant/equipment and for that purpose to enter into or upon any premises.

23. NHSS 12D

Site Maintenance:

The Hirer shall take all reasonable steps to ensure maintenance is carried out in accordance with 7.2.1 of the National Highways Sector Scheme document for 12d, unless the Owner is specifically contracted to carry out the aforementioned maintenance: 7.2.1.

24. Cancellations

All delivery/installation works orders that are raised and subsequently cancelled or aborted (by the Hirer for any reason or by the Owner on grounds of safety) are subject to the following implementation of pricing:

- Cancelled with more than 24 hours' notice = No charge
- Cancelled with between 12 and 24 hours' notice = 50% charge
- Cancelled with less than 12 Hours of scheduled start or delivery time = 75% charge
- Cancelled upon arrival at site = 100% charge
- Aborted after commencement of works/installation = 100% charge

25. Governing Law

These Conditions shall be governed by and construed in accordance with English law. Each of the parties irrevocably submits for all purposes in connection with these Conditions to the exclusive jurisdiction of the Courts of England and Wales.

26. Sales Items - Retention Of Title

Although risk in the goods supplied passes to the Purchaser on delivery, legal title in such goods shall not pass to the Purchaser until ITS (the Owner) has received in cleared funds the full price payable for such goods and ALL other goods supplied by ITS to the purchaser for which payment is then due. Until legal title passes, the Purchaser shall hold the goods as ITS's fiduciary agent and bailee and shall keep them properly stored, protected, insured and identified as ITS's property. Until that time the Purchaser is entitled to resell or use the goods in the ordinary course of its business but shall account to ITS for their proceeds of sale and pending payment shall hold such proceeds on trust for ITS absolutely. The Purchaser's right to resell or use the goods shall terminate automatically if a liquidator or (administrative) receiver or administrator of the Purchaser is appointed or an order is made or a resolution passed for the winding up of the Purchaser. Until such time as legal title in the goods passes to the Purchaser ITS may at any time require the Purchaser, its liquidator, (administrative) receiver or administrator to return the goods and/or may repossess the goods by entering upon any premises of the Purchaser or any third party where the goods are reasonably believed to be stored. In addition and without prejudice to any other right or remedy available to ITS if the purchaser is in breach of the payment terms or of any of its obligations under this clause, ITS shall be entitled to cancel the contract, suspend further deliveries, terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.

27. Product Information & Condition Of Sale

Orders are accepted subject to the Company's Condition of Sale. Whilst the Company has made every effort to ensure that details and information given in its literature are accurate at the time of publication, full technical specifications are not included and furthermore the Company's policy is one of continuous improvement and the right is reserved to alter details and information as the need arises. Accordingly, the customer should check any details and information they wish to rely on with the Company at the time of purchase. The Company cannot accept liability in respect of any errors or omissions contained in its literature or for any loss or damage, malfunction or consequential loss arising from reliance upon its literature.

28. Sale Items Delivery

Any claims for non, short or damaged delivery must be made within 24hrs of date dispatched from ITS.

29. Returns

No goods may be returned without the prior written consent of ITS. Where this consent is given and the goods supplied were correct as ordered the customer will pay a 20% handling charge (minimum £10.00). Any credit issued will be applied to the account as a credit, cash refunds will not be issued. We cannot accept opened, used, personalised, part packs, or goods supplied more than 28 days ago and goods must be in original un-damaged packaging suitable for re-sale. It is our normal practice to replace any goods supplied which are damaged on arrival and no charge will be made in this case.