Membership Application Form Incorporating SafeHire Certification

1. Select Category of Membership Required

Membership Category:

- ☐ HAE (Tools & Plant)
- ☐ EHA (Event Equipment)
- ☐ Both HAE & EHA
- ☐ Hire Company
- ☐ Supplier to Industry
- ☐ Associate Member (Industry Link)

If you are a supplier to the industry, please select which membership option you require:

- ☐ Standard Supplier Membership
- ☐ Premium Supplier Membership

If you require more information on the Supplier Membership options please contact us on **0121 380 4600** or email **membership@hae.org.uk**

Location:

- ☐ UK
- ☐ Republic of Ireland
- ☐ Overseas

Please select the main sector of the industry you operate in (tick only one):

- ☐ Access Equipment
- ☐ Plant & Machinery
- ☐ Support Services
- ☐ Tools & Equipment
- ☐ Heating & Ventilation
- ☐ Portable Sanitation
- ☐ Temporary Structures
- ☐ Catering & Furniture

Other, please specify

Hire Turnover (last financial year) £
NB: You may be asked to submit additional accounts information for certification/accreditation purposes.

Number of depots

Total number of full and part-time employees

Number of Years Trading

Where did you hear about us?

2. Company Details

Trading Name

Registered Company Name

Company Address

Town

County

Post Code

Country

Telephone

General Email Address

Company Details continues overleaf >>

Web Address

Company Reg No | VAT Reg No

Is this company registered with CITB: No | Yes | If yes, Reg. No

Other outlets/sites/branches to be included: No | Yes (If yes, please refer to the section below)

Business Trading Details: Ltd | Non-Ltd (if Non-Ltd please provide details below)

Professional indemnity | Product Liability (Where product supplied)

Partners/ Proprietors name

Address

Town | County

Post Code | Country

D.O.B

Please list the addresses of all other outlets/sites/branches below:

Addresses of further sites continues overleaf >>

3. Business & Professional Standing

1	Has the organisation or any of its directors and/or executive officers been subject of criminal or civil court action (including for bankruptcy) in respect of business activities currently engaged in?	No		Yes	
2	Have you or your company been prosecuted for a breach of any environmental laws in the last five years?	No		Yes	
3	As an employer, do you meet the requirements of the positive equality duties in relation to the Equalities Act 2010?	No		Yes	
4	In the last three years has your organisation been the subject to a compliance action by the Equality and Human Rights Commission or an equivalent body on grounds of alleged unlawful discrimination?	No		Yes	
5	In the last three years has your organisation been found in breach of the Immigration, Asylum and Nationality Act 2006?	No		Yes	
6	In the last three years has your organisation been found in breach of the National Minimum Wage Act 1998?	No		Yes	
7	Do you currently have a program or policy to assure that human trafficking and slavery do not exist in your hire operations and supply chain?	No		Yes	
8	Have you had any major reportable incidents/accidents resulting in prosecution or an enforcement notice being issued within the last 12-month period?	No		Yes	

These must be communicated to HAE EHA on an annual basis and this information will be shared with Safehire Certification Services.

Continues overleaf >>

4. Contact Details

Managing Director Details:

Mr Mrs Miss Full name

Job title/position

Business Address (if different from above)

Direct line Mobile

Email

Main Contact Details for Membership Information:

Mr Mrs Miss Full name

Job title/position

Direct line Mobile

Email

Name of Person Responsible for Finance / Accounts:

Mr Mrs Miss Full name

Job title/position

Direct line Mobile

Email

Name of Person Responsible for Training:

Mr Mrs Miss Full name

Job title/position

Direct line Mobile

Email

Name of Person Responsible for Marketing:

Mr Mrs Miss Full name

Job title/position

Direct line Mobile

Email

Continues overleaf >>

5. Re-Hire and Cross Hire Organisations

Are you a Re-Hire or Cross Hire only organisation (not owning your own hire equipment/assets)? No ☐ Yes ☐

If No, then please proceed to Section 6.

If you have answered "YES" to this question, please note that the following conditions for HAE EHA membership will apply:

We will expect that a number of your Suppliers for Plant, Equipment, Hire and Rental services to hold valid SafeHire Certification. This number to be determined by HAE EHA (as a percentage of your total Supplier base).

Should the number of your Suppliers for Plant, Equipment, Hire and Rental Services fall short of the required HAE EHA minimum, then an agreed number of your Suppliers not holding SafeHire Certification must be audited by Hire Certification Services, with the applicable fees being applied to your account.

You will be required to provide a full list of all of your Suppliers along with all copies of your Suppliers SafeHire Certification Scheme award certificates for verification purposes.

6. SafeHire Certification

All new hire company members are required to engage in the SafeHire Certification assessment process within the first 6-12 months of membership. This is a mandatory condition for HAE EHA membership. HAE EHA will fully support members through the SafeHire Certification process and you will be contacted by HAE EHA to arrange for an assessment(s) date.
N.B. Additional fees apply for SafeHire Certification.

Name of person responsible for SafeHire Certification process

Name of person responsible for quality within the company

Telephone No. Email

Total Number of Operating Depots List Current Accreditations, if any

If the address provided earlier in the form differs from the address where hire equipment is serviced, please provide the full details of that location.

SSIP Accreditation (optional) Please note additional fees apply ☐ No ☐ Yes

Continues overleaf >>

7. HITS (Hire Industry Trusted Supplier)

We encourage all new supply company members to complete the HITS (Hire Industry Trusted Supplier) online approval process within the first 30 days of membership. This is required to be completed every year as part of the membership renewal and continuation process.

8. Print on Demand

You can easily obtain our whole range of fully licensed, up-to-date HAE EHA Safety Guidance Leaflets for your business without the hassle of keeping stock. You can optionally co-brand the leaflets with your own company logo. Leaflets are downloaded as PDF files which you can print on demand or email to your customer. For an additional fee, leaflets can be downloaded as a QR code which can then be attached to equipment or placed where your customer sees fit. Each leaflet clearly states its expiry date, together with a version number which guarantees that you are giving your customers our latest advice.

Please note there will be a separate charge for the Print on Demand annual licence.

Please tick here if you would like a member of the HAE EHA team to help you with the Print on Demand set up process. ☐ No ☐ Yes

9. HAE EHA offers a comprehensive range of services to help your business.

Please tick the services you would like to receive further information on:

- ☐ Equipment Hire Insurance
- ☐ Utilities
- ☐ Training
- ☐ Asset Finance
- ☐ Credit Reporting involving Debt Collection and Credit Monitoring
- ☐ Health, Safety and Employment Law
- ☐ Business Advice for Selling and Buying Hire Businesses
- ☐ HAE EHA Essentials Direct
- ☐ Calibration
- ☐ Waste Removal
- ☐ Hire HQ
- ☐ Legal Helpline

Continues overleaf >>

10. Declaration

We hereby apply to become a member of Hire Association Europe and agree to pay the full subscription for each year we are in membership.

If accepted, we agree to abide by the Hire Association Europe Code of Conduct and to work towards the prescribed HAE Safety Standards for a hire company by committing to achieving SafeHire Certification (Hire and Rental Industry Business Management and Service Quality Specification) within the first six months of membership. We understand that SafeHire Certification is an additional fee and will be invoiced accordingly.

We further undertake to notify the Association in writing of any changes in the business that will affect the annual subscription or voting entitlement.

By signing below we also declare that we have read and understood the accompanying Conditions of Business and give consent for their use.

DIGITAL SIGNATURE: If submitting electronically please initial here (e.g. AB) to confirm you have read and understood the terms and conditions and give consent to their use.

Signature | Date

Print Name | Name

On behalf of (company name)

No part of the annual membership subscription is refundable under any circumstances.
Members are required to give three months' notice of their intention to withdraw from membership.
Information about members is kept in accordance with our Conditions of Business - a copy is available on request.

MUST BE SIGNED BY A DIRECTOR, PARTNER OR PROPRIETOR OF THE BUSINESS

DIGITAL SIGNATURE: If submitting electronically **please initial here** (e.g. AB) to confirm you are an authorised Director, Partner or Proprieter of the business and you agree to the conditions of business described in this membership application.

Signature | Date

Print Name | Name

Co. Name

N.B. The HAE Band S membership subscription rate is only applicable for the first year of HAE membership and where the following business criteria applies:

New business start-up with an expected turnover of less than £350,000 in the first year of trading.

For subsequent years, Band S transfers to the Band A subscription rate, subject to annual turnover remaining under £1 million.

Data Protection Information

I understand and consent to the information provided on this form being processed by HAE EHA for its use and that of its members, including industry suppliers and associated organisations, for the purpose of promoting, delivering and improving my experience of HAE EHA and its products and services.

If you do NOT wish to receive notification of HAE EHA products and services or industry news which may be of interest and benefit to your business (by post or electronic means), please tick this box

We want you to be able to link to other HAE EHA members and for you to receive profile as one of our members, but if you do not want your company details shown on the members only area of the website, please tick this box

Payment information overleaf >>

11. Payment Information

All membership invoice payments are now processed via Stripe.

Please indicate the number of instalments over which you would like to pay your annual membership fee.

1 ☐ 4 ☐ 10 ☐

PLEASE NOTE:
The option to pay over multiple instalments is only available to businesses based in the United Kingdom of Great Britain and Northern Ireland. Businesses outside of the UK must settle their membership fee with a single payment.

Submit

Please send the completed form using the SUBMIT button or print and post to: Membership Team, Hire Association Europe, 2450 Regents Court, The Crescent, Birmingham Business Park, Solihull, West Midlands, B37 7YE. Alternatively, email your completed form to **membership@hae.org.uk.**
For further assistance call the Membership Team on **0121 380 4600.**

IMPORTANT:
We recommend that you save this PDF and fill in via the latest Acrobat Reader which can be found here: https://get.adobe.com/uk/reader The SUBMIT button will only work with the latest Adobe Reader in web browsers Safari & Internet Explorer.

Please see overleaf for: Hire Association Europe Limited - Conditions of Business > >

HIRE ASSOCIATION EUROPE LIMITED - CONDITIONS OF BUSINESS

1. DEFINITIONS

In these conditions the following words shall have the following meanings:-
"Contract" means any contract between You and Us incorporating these conditions for the sale of Products and/or the provisions of Services;
"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
"Products" means any products and/or goods ordered from Us by You or to be supplied by Us to You; "Services" means the services and/or work to be performed by Us for You;
"We, Us, Our, Ourselves" means the Hire Association Europe Limited;
"You, Your, Yourselves" means the person whose order for Products and/or Services is accepted by Us.

2. BASIS OF CONTRACT

2.1 These conditions shall govern the agreement between You and Us to the exclusion of any other terms or conditions and these conditions shall supersede any terms and conditions previously notified to You.

2.2 No variation to these conditions shall be binding on Us unless contained in Our quotation or agreed in writing between You and one of Our authorised representatives.

2.3 Our employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Products unless confirmed by Us in writing. You acknowledge that You do not rely on any representation and/or warranty that has not been made in accordance with these conditions.

2.4 Quotations are not binding or capable or acceptance and are estimates only. We shall have the right to refuse to accept any order placed for Products and/or Services. The Contract between You and Us shall come into effect on Our acceptance of Your order.

3. DELIVERY

3.1 Dates for delivery and/or performance are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond Our reasonable control. We will use Our reasonable endeavours to ensure delivery and/or performance on the dates specified.

3.2 Where Products and/or Services are to be delivered and/or performed in instalments and/or stages, each delivery and/or stage shall constitute a separate and distinct contract and failure by Us to deliver and/or perform, or any claim by You in respect of, any instalment and/or stage shall not entitle You to repudiate this Contract as a whole.

3.3 You shall have no right to Reject Products and/or Services and shall have no right to rescind for late delivery and/or performance unless the due date for delivery and/or performance has passed and You have served on Us a written notice requiring the Contract to be performed and giving Us not less than 7 days in which to do so and the notice has not been complied with.

3.4 Delivery will usually be made between 9.00 am and 5.30 pm on working days. If You refuse to take delivery of any Products and/or to allow performance of the Services then We shall be entitled to withhold delivery and/or performance of any other Products and/or Services and to treat this Contract as repudiated by You and shall have the right to rescind this Contract.

4. PRICE AND PAYMENT

4.1 The price of the Products and/or the Services shall be as shown in Our price list current at the date of the acceptance of the order. Except as otherwise stated, prices are ex-works, and You shall be liable to pay Our charges (if any) for transport, packaging and insurance.

4.2 Our terms of payment are net cash within 30 days of invoice. Time for payment shall be of the essence. Our prices are exclusive of any applicable VAT (unless stated otherwise) for which You shall additionally be liable.

4.3 If You fail to make any payment in full on the due date We may charge You interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of HSBC Bank Plc. Such interest shall be compounded with monthly rests.

4.4 We shall be entitled to invoice each delivery of Products and/or stage of the Services separately. We shall be entitled to render an invoice to You any time after the Products and/or Services have been ordered.

4.5 You shall pay all sums due to Us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

4.6 Payment shall not be deemed to be made until We have received either cash or cleared funds in respect of the full amount outstanding. If payment in full is not made to Us when due then We may withhold or suspend future or current deliveries of the Products and/or performance of the Services and delivery and/or performance under any other agreement with You.

4.7 Our members price list current at the date of the acceptance of the order only applies to You if Your subscription to Ourselves is paid up to date. Products and/or Services ordered by You when Your subscription to Ourselves is not paid up to date will be charged at the non-discounted non members prices and/or rates.

5. CREDIT LIMIT

5.1 We may set a credit limit for You. We reserve the right to refuse to accept orders for Products and/or Services and/or to suspend or withhold delivery of Products and/or the performance of the Services if such Products and/or Services would result in You exceeding Your credit limit or the credit limit is already exceeded.

6. CANCELLATION

6.1 You may cancel orders for Services if we receive Your notice of cancellation at any time up to 21 days before the due date for performance and You will receive a full refund of any fees paid by You subject to the deduction of Our standard administration charge from time to time in force.

6.2 If You cancel an order for Services 21 days or less before the due date for performance You will not receive a refund but after the deduction of our standard administration charge from time to time in force the fees paid by You will be held by Us as a credit on account of any future orders for Products and/or Services placed by You.

Please see overleaf for: Hire Association Europe Limited - Conditions of Business > >

7. SPECIFICATION

7.1 Any details and/or specifications supplied by Us to You in Our brochures and/or price lists are intended as a guide only give a general approximation of the Products and/or Services unless stated on Our quotation or agreed in writing.

7.2 We reserve the right to make changes to the specification of the Products and/or Services as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality and/or performance of the Products and/or the Services.

8. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

8.1 All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same) in the Products and/or arising from the Services shall be owned by Us absolutely.

8.2 You agree that, at Your cost, You will do all acts and execute all documents which are necessary or desirable to give effect to clause 8.1 above and/or to assist Us in the registration and/or protection of any such intellectual property rights.

9. PROPERTY AND RISK

9.1 Risk in the Products shall pass to You at the time of delivery. Delivery shall be deemed to occur:-

9.1.1 at the time when the Products arrive at the place of delivery if We deliver the Product by Our own transport or We arrange transport in accordance with a specific contractual obligation; or

9.1.2 when the Products leaves Our premises.

9.2 We shall retain title and ownership of the Products until We have received payment in full in cash or cleared funds of all sums due for all Products and/or Services applied to You by Us under this Contract and any other agreement between Us and You.

9.3 Until payment in full of the price for all Products supplied to You the Products shall be stored separately from any products or goods belonging to You or any third party and must be clearly marked and identified as being Our property. You agree that Our employees and/or agents shall be entitled to enter Your premises to check compliance with this clause.

10. DEFAULT

10.1 If You:-

10.1.1 fail to make any payment to Us when due;

10.1.2 breach the terms of this Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

10.1.3 persistently breach the terms of this Contract;

10.1.4 pledge or charge any Products which remain Our property, or cease or threaten to cease to carry on business, or propose to compound with Your creditors, apply for an interim order under Section 252 Insolvency Act 1986 or have a Bankruptcy Petition presented against You, or being a company, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of Your assets, or take or suffer any similar any action in any jurisdiction;

10.1.5 appear to Us due to Your credit rating to be financially inadequate to meet Your obligations under the Contract; and/or

10.1.6 appear reasonably to Us to be about to suffer any of the above events; then We shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.

10.2 If any of the events set out in clause 10.1 above occurs in relation to You then:-

10.2.1 We may enter, without prior notice, any of Your premises (or premises of third parties with their consent) where Products owned by Us may be and repossess and dispose of or sell any Products found which are owned by Us so as to discharge any sums due to Us under this Contract or any other agreement with You;

10.2.2 We may require You no to re-sell or part with the possession of any Products owned by Us until You have paid in full all sums due to Us under this Contract or any other agreement with You;

10.2.3 We may withhold delivery of any undelivered Products and stop any Products in transit;

10.2.4 We may withhold the performance of any Services and cease any Services in progress;

10.2.5 We may cancel, terminate and/or suspend without Liability to You any agreement with You; and/or

10.2.6 all monies owed by You to Us shall forthwith become due and payable.

11. GUARANTEE

11.1 We guarantee that the Products will be free from defects in materials and/or workmanship for a period for 6 months from the date of delivery of the Products to You ("the Guarantee").

11.2 The Guarantee does not apply in respect of any:-

11.2.1 faults arising after risk in the Products has passed which is caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Products, and/or

11.2.2 faults, defects caused by wilful damage, abnormal working conditions, failure to follow Our instructions, misuse, alteration or repair of Products without Our approval, improper maintenance or negligence on Your part or a third party.

11.3 If any Products prove to be defective and are covered by the Guarantee then We shall at Our sole option either repair or replace such Products or refund the price of such Products. Provided We comply with this clause the repair, replacement shall be Your sole remedy in respect of claims under the Guarantee.

11.4 We shall have no Liability to You under the Guarantee in clause 11.1 above unless any defect is notified to Us within 14 working days of the defect becoming apparent or suspected or when it should reasonably have become apparent to or suspected by You.

11.5 The Guarantee will not apply if You have not paid for the Product in full on the due date.

11.6 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

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12. REPAIRS AND REPLACEMENTS

12.1 We will at Our option either refund the price, repair, replace free of charge or re-perform any defective Products and/or Services where the defect is apparent on inspection or performance as appropriate provided that the defect is notified to Us within 14 working days of delivery of such Products or performance of the Services.

12.2 Any defective Products must be returned to Us for inspection if requested by Us before We will have any Liability for defective Products. If the Products prove to be defective then We may at our sole discretion reimburse You for the cost of returning the defective Products.

12.3 We may at Our sole discretion replace, repair free of charge, re-perform or refund the price of defective Products and/or Services which are not notified to Us within the specified time limit where in Our opinion the defect would not have been ascertainable on inspection and has been notified to Us as soon as reasonably practicable.

12.4 We will at Our option either refund the price of or replace free of charge any Products missing from a delivery of Products provided that the missing items are notified to Us within 5 working days or delivery or, in the event of total non-delivery, this fact is notified to Us within 5 working days of receipt of the invoice by You.

13. LIMITATIONS ON LIABILITY

13.1 We shall have no Liability for any defect in the Products caused or contributed to as a result of the Products being used for display or demonstration purposes or being handled by Your customers.

13.2 We shall have no Liability for defective Products and/or Services where the defect has been caused or contributed to by You.

13.3 We shall have no Liability to You if the price for the Products and/or the Services has not been paid in full by the due date for payment.

13.4 We shall have no Liability to You for defective Products and/or Services, Products not despatched or Products damaged or lost in transit unless the event is notified to Us within the appropriate time limit set out in this Contract.

13.5 We shall have no Liability for damage, loss, liability, claims, costs or expenses caused or contributed to by Your continued use of defective Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to You.

13.6 We shall have no Liability to You to the extent that You are covered by any policy of insurance. You shall ensure that Your insurers waive any and all rights of subrogation they may have against Us.

13.7 We shall have no Liability for any matters which are outside Our reasonable control.

13.8 We shall have no Liability to You for any:-

13.8.1 consequential losses (including loss of profits and/or damage to goodwill);

13.8.2 economic and/or other similar losses;

13.8.3 special damages and indirect losses; and/or

13.8.4 business interruption, loss of business, contracts and/or opportunity.

13.9 You shall give Us a reasonable opportunity to remedy any matter for which We are liable before You incur any costs and/or expenses in remedying the matter Yourself. If You do not do so We shall have no Liability to You. Our total Liability to You in relation to any one claim shall not exceed £5,000.

13.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:-

13.10.1 Liability for breach of contract;

13.10.2 Liability in tort (including negligence); and

13.10.3 Liability for breach of statutory duty;

except clause 13.10 above which shall apply once only in respect of all the said types of Liability.

13.11 Nothing in this Contract shall exclude or limit Our Liability for death or personal injury due to Our negligence or any Liability which is due to Our fraud or any other Liability which it is not permitted to exclude or limit as a matter of law or any of Your statutory rights which may not be excluded or limited due to You acting as a consumer.

14. GENERAL

14.11.1 No waiver by Us of any breach of this Contract shall be considered as a waiver of any of any subsequent breach of the same provision or any other provision.

14.11.2 If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

14.11.3 We shall not be liable to You for any delay in performance of this Contract to the extent that that such delay is due to any events outside Our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If We are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance. This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

14.11.4 All third party rights are excluded and no third parties shall have any rights to enforce a Contract. This shall not apply to members of Our group who shall maintain their third party rights.