

Terms & Conditions

Standard Credit Account

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1. Introduction

Hawkes Group is committed to providing flexible and efficient credit facilities to support our valued customers. We aim to build strong business relationships based on trust and reliability while ensuring clarity and fairness in our financial agreements. These terms outline the framework for a seamless and secure credit account experience.

2. Definitions

- 2.1. "Hawkes Group" refers to Hawkes Demolition Ltd and its associated divisions, including plant hire, earthworks, road sweeping, and related services.
- 2.2. "Customer" refers to the company or individual applying for a credit account with Hawkes Group.
- 2.3. "Goods and Services" include, but are not limited to, the hire of plant and machinery (excavators, dumpers, rollers, sweepers), demolition services, earthworks, road sweeping, and associated operations.
- 2.4. "Hire Agreement" refers to any contract or agreement for hiring plant and machinery, governed under CPA (Construction Plant-hire Association) Terms & Conditions, unless otherwise stated.
- 2.5. "Service-Specific Terms" refers to additional terms and conditions that apply to individual services provided by Hawkes Group, which are available upon request.
- 2.6. "Director Guarantee" refers to the personal financial liability assumed by a director of the Customer's company, ensuring payment of all outstanding balances in case of non-payment by the company.

By opening a credit account with Hawkes Group, the Customer acknowledges and agrees to these terms and conditions. No physical signature is required. Additional terms and conditions apply for specific services, including plant hire, contracting agreements, and any other services provided by Hawkes Group. These terms are enforceable and always available upon request to ensure transparency and to fully govern the scope, responsibilities, and liabilities associated with each service.

3. Credit Account Approval & Management

- 3.1. Credit accounts are designed to provide financial flexibility and are granted at the sole discretion of Hawkes Group following a satisfactory credit check and trade references.
- 3.2. Hawkes Group reserves the right to set, adjust, or review credit limits periodically to support the ongoing financial stability of both parties.
- 3.3. Customers must inform Hawkes Group promptly of any changes in business structure, ownership, or financial position that may affect their account status.
- 3.4. By utilizing the credit facility, the Customer agrees that all transactions will be subject to these terms, along with service-specific terms, which are available upon request.
- 3.5. Director Guarantee - Where applicable, company directors agree to be personally responsible for settling any outstanding balances under the credit account.

4. Payment & Financial Responsibilities

- 4.1. Hawkes Group provides flexible payment options, and invoices are payable within 30 days from the invoice date unless otherwise agreed in writing.
- 4.2. We encourage customers to raise any invoice-related queries within 7 days of the invoice date to ensure smooth processing and resolution.
- 4.3. In the event of late payments, interest will be applied at 8% per month above the Bank of England base rate.
- 4.4. To maintain account activity, timely payments are essential. If payments become overdue, Hawkes Group reserves the right to pause services until outstanding balances are settled.

5. Personal Director Guarantee & Financial Security

- 5.1. By opening a credit account, all company directors jointly and severally guarantee full payment of outstanding amounts.
- 5.2. This guarantee remains valid even if a director resigns or if the company ceases trading.
- 5.3. Outstanding debts are non-dischargeable in bankruptcy or insolvency proceedings, ensuring that financial obligations are upheld.
- 5.4. If payment remains outstanding beyond agreed terms, Hawkes Group may pursue legal recovery options, including County Court Judgments (CCJ).

6. Ensuring a Smooth Business Relationship*

- 6.1. At Hawkes Group, we strive to provide reliable and efficient services. In return, we appreciate our customers' commitment to honoring financial agreements.
- 6.2. To ensure continued access to our credit facilities, we recommend maintaining open communication regarding any anticipated payment delays or financial concerns.
- 6.3. Additional service-specific terms, including those for plant hire, demolition, contracting, and any other services provided by Hawkes Group, are always available upon request. These terms fully govern the responsibilities, risks, and obligations of each specific service and should be reviewed before engaging in any transactions.

7. Amendments & Governing Law

- 7.1. Hawkes Group reserves the right to update these terms and conditions at any time to reflect evolving business needs and market conditions.
- 7.2. All agreements are governed by English law, and any disputes shall be subject to the exclusive jurisdiction of the English courts.