

CONTAINER TEAM CONDITIONS OF HIRE

1. DEFINITIONS

- (a) The "Owner" is the Company, Firm or person letting the unit(s) on hire and includes their successors or assignees or personal representatives but the term "owner" shall not be deemed to imply any condition of title.
- (b) The "Hirer" is the Company, Firm, Person, Corporation or Public Authority taking the "Owners" unit(s) on hire and includes their successors or personal representatives.
- (c) Unit(s) shall be deemed to be all kinds of accommodation static or mobile.
- (d) A "Week's" hire shall be a 7 day week or part thereof.

2. COMMENCEMENT

The hire period shall commence from the time the unit(s) leave(s) the Owner's depot or place last employed or the date the static unit is agreed to be hired and shall continue until terminated in accordance with the provisions of this contract.

3. AVAILABILITY OF UNITS

The unit(s) are offered subject to being available when required.

4. EXTENT OF CONTRACT

- (a) English Law shall apply to any contract incorporating these conditions.
- (b) The owner will only accept contracts incorporating these conditions of hire. All contracts of hire made with the owner shall be subject to those conditions. No variation of these conditions shall have effect unless the owner shall have specifically assented in writing to the variation. The hirer shall be deemed to have accepted the conditions of hire incorporated in the hire contract on either the signature and return thereof to the owner or on making the first payment due in respect of the hire of unit(s) or acceptance of the unit on site whichever is the sooner.

5. TRANSPORTATION, LOADING AND UNLOADING

- (a) The hirer's acceptance of the unit(s) shall be conclusive that he has examined it and found it to be in good order and condition and no conditions or warranties other than herein specifically set forth shall be implied or deemed to be incorporated and form part of the contract.
- (b) The hirer is to ensure sound and accessible roads to the foundations to receive the unit(s).
- (c) The hirer is to ensure that the vehicle delivering the unit(s) has adequate and proper access to and from the site.
- (d) No claims for cramage whatsoever will be entertained by the owner from the hirer and any third party for delivery or removal of the unit(s).
- (e) Any time spent waiting on the site which is in the owner's view excessive or resultant from inadequate delay on the hirer's part will be charged for accordingly by the owner to the hirer.
- (f) All transportation costs are to be borne by the hirer.

6. HIRER'S LIABILITIES

- (a) The hirer shall be responsible for the safe keeping of the unit(s) and for its use in a proper and workmanlike manner and is strictly liable for any loss of or damage to the unit(s) from whatsoever cause arising.
- (b) The hirer shall keep the unit(s) in good order and substantial repair and condition and will be responsible for replacing all missing and damaged and broken parts thereof with goods or parts of equal quality and value. In default of so doing the hirer shall permit the owner to take possession of the unit(s) for the purpose of effecting repairs and shall repay the owner for costs of such repairs.
- (c) The hirer shall fully and completely indemnify the owner in respect of all claims by any person whatsoever for injury to persons or damage to property caused by or in connection with or arising out of the use of the unit(s) and in connection with all costs, charges and expenses in connection therewith whether arising under statute or common law.

7. DELIVERY IN GOOD ORDER

- (a) The hirer's liabilities shall arise and become binding upon him immediately upon the arrival of the unit(s) on site or taking over static unit(s).
- (b) The hirer shall not move the unit(s) without prior written consent and knowledge of the owner. The hirer shall be strictly liable for any loss or damage caused by or resulting from any moving of the unit(s) whether authorised by the owner or not.

8. INSPECTION OF THE UNIT(S)

- (a) The hirer shall be responsible for the carrying out of a monthly inspection and examination of the unit(s) and shall immediately report any damages discovered to the owner in writing.
- (b) The hirer shall at reasonable times allow the owner, his agents or his insurers to have access of the unit(s) to inspect, adjust, test, repair or replace the same.

9. STOPPAGES

- (a) No credit can be allowed by the owner in respect of any strike, lockout or stoppage whatsoever.
- (b) Except as herein provided the hirer shall comply with and be contractually bound for the duration of the hire period agreement.
- (c) No credits can be allowed in respect of any holiday periods whatsoever.

10. SUB-LETTING

The hirer shall not sub-let the unit(s) or any part thereof or part with possession to any third party without prior written consent of the owner.

11. CONSEQUENTIAL LOSS

The owner accepts no responsibility for any consequential loss or damage due to or arising from non arrival of the unit(s) or any cause whatsoever.

12. OWNER'S RIGHTS

During the continuance of the hire period if the hirer shall make or propose any composition with his creditors or commit and Act of Bankruptcy or if the hirer is a Limited Company shall go into liquidation (other than a members voluntary liquidation) or shall suffer any distress or execution to be levied against him or shall do or cause to be done any other act or thing whereby the rights of the owner of the unit(s) may be prejudiced this agreement shall be terminated forthwith but without prejudice to any pre-existing liability of the hirer thereunder and the owner may take possession of the unit(s) without notice for the purpose it shall be lawful for him to enter into or upon any premises or site where the unit(s) may be without prejudice to any other rights that the owner may possess.

13. TERMINATION OF HIRE

If the hirer shall fail to pay the rent or any part thereof as and when it falls due or shall fail to observe and perform any conditions of this contract or if the contract shall be terminated prematurely at the request of the hirer the owner may forthwith treat the agreement as terminated and the owner may without notice retake possession of the unit(s) at the hirer's expense for which purpose it shall be lawful for him to enter into upon any premises where the unit(s) may be. The exercise of this right of forfeiture is without prejudice to any other rights that the owner may possess at common law otherwise.

14. COLLECTION UNDER TERMINATION

The unit(s) shall except as herein provided be deemed to be on hire until removal from the site and satisfactorily received in the owner's depot.

15. INSURANCE

The hirer shall be at all times after commencement of the hiring insure the unit(s) to their full replacement value given and no credit allowance will be made or account taken of previous hire revenue.

16. PAYMENT

Payment shall be made in accordance with the terms as specified on the invoice. Overdue payments will incur an interest charge of 0.082% per day from the date of invoice in addition to all our reasonable costs to effect recovery of the money overdue. If the owner has to instruct Solicitors or other agents to recover the money owed by the hirer then the hirer will indemnify the owner against all fees and costs payable by the owner to his Solicitors or agents.

17. NON-PAYMENT

The prompt payment of each and every sum (including interest) whether invoiced or not, owing by the hirer to the owner from time to time under this Agreement or any other agreement between us (in this Condition, called "Your Debt") is of the essence of this Agreement.

The terms of this Condition are additional to and without prejudice to all or any rights we may have at common law or otherwise. In default of prompt payment of Your Debt, we are relieved of any duty howsoever arising in respect of the goods; and the goods are held solely at the hirer's risk and we shall be able to immediately exercise the lien described below.

The owner has a lien over the goods for Your Debt until payment of Your Debt in full has been received by the owner in cash or, if by cheque, until the cheque has been paid by your bank and after this lien becomes exercisable by us, the following Conditions shall apply.

You shall pay the owner fees and charges at the same rates as under this Agreement and if this Agreement has been terminated, the relevant rate at which such fees and charges will be payable by the hirer will be the rate which was payable immediately prior to termination.

In default of Prompt Payment of Your Debt, the hirer authorises the owner;-

- (a) to refuse you and your agents access to the goods, the unit and the site;
- (b) to enter the unit and inspect and remove the goods to another unit or site;
- (c) to hold onto and/or ultimately dispose of some or all of the goods.

In the event that Your Debt is not paid promptly or You fail to collect the goods after we have required You to collect them or upon expiry or termination of this Agreement, we may sell the goods and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by us in the sale and removal, and secondly in paying Your Debt and to hold any balance for You. Interest will not accrue to You on the balance.

If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and Your Debt, the hirer must pay any balance outstanding to us within seven days of a written demand from us which will set out the balance remaining due to us after the net proceeds of sale have been credited to the hirer's account. Interest will continue to accrue on Your Debt until payment has been made.

Before we sell the goods, we will give the hirer notice in writing by registered or recorded delivery post at your address overleaf or any address in England and Wales notified by You to us in writing prior to our notice, specifying any particulars that we have of the goods, the amount of Your Debt at the date of the notice (and, in our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and directing You to pay and that in default of payment within two months after the date of the notice, we will sell the goods. We do not agree to give the hirer any further notice of any intended sale.

We will sell the goods by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale.

If the goods cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite our efforts, the hirer authorises us to treat them as abandoned and to destroy or otherwise dispose of them at the hirer's cost.