

CONTRACT OF HIRE

TERMS AND CONDITIONS

1. DEFINITION OF TERMS

- 1.a 'The Owner' Container Team Limited and its successors and assignees.
- 1.b 'The Hirer' is the company, firm or persons, corporation or authority specified in the Contract of Hire and includes its or their successors or personal representatives.
- 1.c 'Equipment' covers all the classes of units and buildings, trailers, accessories and equipment which the Owner agrees to hire to the Hirer.
- 1.d 'Unit' means each item of Equipment.
- 1.e 'Site' means the site to which the Equipment is delivered or the site which the Hirer specifies for delivery.
- 1.f 'Contract of Hire' means a contract between the Owner and the Hirer for the hire of Equipment.
- 1.g A week shall be seven consecutive days. A day is from 9.00am to 5.00pm.

2. AVAILABILITY OF UNITS

- 2.a Each unit is offered subject to availability at the date of receipt of written order

3. EXTENT OF CONTRACT

- 3.a English Law applies to the Contract of Hire incorporating these conditions.
- 3.b No conditions or warranties other than herein specifically set forth shall be implied or deemed to be incorporated in or to form part of the contract.
- 3.c These Terms and Conditions shall apply to the Contract of Hire to the exclusion of any other terms and conditions.
- 3.d Where there are two or more parties to the Contract of Hire as Hirer their liability shall be joint and several.
- 3.e No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Owner and the Hirer.
- 3.f The Equipment and the Units shall at all times remain the property of the Owner. The Hirer shall have no rights to the Equipment or the Units other than as Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Units are or may be prejudicially affected.
- 3.g The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Equipment and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all damages, losses, costs, charges and expenses that may be occasioned by failure to observe and perform the condition except in the case of government requisition.

4. CONSENTS, LICENCES OR PERMISSIONS

- 4.a The Hirer shall obtain all permissions, consents and licences required for the Equipment under any statute, regulation or bylaw and comply with any conditions imposed in respect thereof.

5. DELIVERY AND COLLECTION

- 5.a The Equipment shall be delivered to and collected from the Site by the Owner and during the period of hire the Hirer shall not move the Equipment from the Site.
- 5.b The Hirer shall pay to the Owner cost of the transport of the Equipment from the Owner's premises to the site and its return to the Owner's premises.
- 5.c The Equipment shall be deemed to be in good order and condition in accordance with the terms of contract and to the Hirer's satisfaction unless notification is received by the Owner within three days of the Equipment being delivered to the Site.
- 5.d A suitable access route for delivery and collection is to be provided by the Hirer with unrestricted entry and approach. Where the ground is soft or otherwise unsuitable, the Hirer shall supply and lay timbers or appropriate temporary foundations in a suitable position for loading, unloading and for the Equipment to rest on.
- 5.e A unit being transported may be up to 60' long, 11'6" wide and 13'6" high. Whilst unloading, the lorry may have to drive away from under the unit, so needing another 30', unless Hiab crane off-load facility is used. Width of roads, gateways and turning circles are critical, as is the height of the obstructions such as arches, trees, etc. It is the Hirer's responsibility to ensure the suitability of the site and access for the unit to be rented. Any costs arising from the unsuitability of the site or access are chargeable to the Hirer.

6. PURPOSE AND USE

- 6.a No warranty is given that the Equipment is suitable for the purpose intended by the Hirer.
- 6.b The Hirer shall use the Equipment for the purposes of its business only. The Hirer shall not use the Equipment or any Unit or permit them to be used for any purposes for which they are not expressly designed or in a manner contrary to any statutory provision or regulation or in any way contrary to law.

7. LOADING AND UNLOADING

- 7.a The Hirer shall be responsible for the loading and unloading of the Equipment at the Site and any driver supplied by the Owner shall be deemed to be under the Hirer's control and the Hirer shall be responsible for any damage caused.
- 7.b The Hirer shall be responsible for any lifting gear or special apparatus required for the siting or removal of the Equipment.
- 7.c A maximum of sixty minutes is allowed from arrival in the vicinity of the Site for the loading and unloading of the unit. Should the vehicle or driver be delayed on the Site any longer than this period then extra charges may be incurred.

8. CONNECTION OF MAINS SERVICES

- 8.a Connection and disconnection of services on site is the responsibility of the Hirer and must be performed by a competent engineer

9. MAINTENANCE, CARE AND ALTERATIONS

- 9.a The Hirer shall be responsible for maintaining the Equipment in the same condition as on the date of its delivery using the same in a workmanlike manner and returning the Equipment on the completion of hire in a good and clean condition (fair, wear and tear expected). Any loss, damage or additional cleaning costs will be charged to the Hirer.
- 9.b The Hirer shall not use or permit the Equipment to be used for storage of toxic, radioactive or any substance hazardous to health (as defined in the Control of Substances Hazardous to Health Regulations 1994), nor

shall the Hirer allow the Equipment to be in any way contaminated with any such substance. The Hirer shall indemnify the Owner against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Owner as a result of a breach of this term.

- 9.c No alteration or modification will be carried out to the Equipment without prior consent of the Owner. Nothing may be affixed to either the interior or exterior walls of the Unit.

- 9.d In the event of Equipment malfunction the Hirer must inform at the earliest possible opportunity, the Servicing Agent specified by the Owner information about which will accompany each Unit.

- 9.e Any malfunction caused by mis-use, neglect of malicious vandalism will be repaired at the cost of the Hirer, including any consequential loss suffered by the Owner. Should the Owner send an engineer to rectify any fault caused through incorrect usage of the Equipment, insufficient gas supply or any other problem unrelated to the Equipment, then a full callout charge at the rates governing at that time will be charged, including all transport charges. In times of severe weather, precautions shall be taken by the Hirer to avoid frost, wind, hail or storm damage. It is recommended that the Unit be kept heated overnight at such times. Drain off facilities are provided for this purpose.

- 9.f Under no circumstances may the Hirer remove any equipment or accessories from the Unit. If the keys are not returned with the Unit then a replacement charge of £50 will be made. Should fire extinguishers be necessary within the Unit then they should be supplied by the Hirer.

10. INSPECTION

- 10.a The Hirer shall, at all times, allow the Owner, the Owner's agents or servants or any person authorised by the Owner to have reasonable access to the Equipment to inspect, test, adjust, repair, or replace same.

11. PERIOD OF HIRE

- 11.a The period of hire will commence on the day the Equipment leaves the Owner's premises and terminates on the day it is received back there or on a site nominated by the Owner, both days being included in the period of hire.
- 11.b The Minimum Hire Period shall be four weeks.

12. TERMINATION

- 12.a The Owner shall be entitled to terminate the agreement forthwith and re-possess the Equipment in the event of the failure of the Hirer to comply with any of the conditions herein contained.
- 12.b It is the responsibility of the Hirer to make the Equipment available at the termination of the hire.
- 12.c Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable by seven days notice in writing given by either party to the other. In the event of the Hirer desiring to terminate the contract and failing to give such notice then hire for the period of the seven days notice is chargeable.
- 12.d If the hire is terminated prematurely the Owner is entitled to payment in full for the Minimum Hire Period.

13. CLEANING

- 13.a If the Equipment is returned in an unclean condition an additional charge will be made to return the unit to a level of cleanliness in which it was delivered.

14. INSURANCE

- 14.a The Hirer will throughout the term of this Contract of Hire keep the Equipment insured with an insurance company of good repute or in Lloyd's Underwriters against loss or damage from all risks (including theft and all third party risks). The Hirer shall notify its insurers that the Equipment is on hire from the Owner and request the insurers to endorse a note of such interest on the Policy of Insurance naming the Owner as loss payee, shall on demand show to the Owner the policy of insurance, the premium receipts and Insurance Certificates and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated. If the Hirer shall make default in the payment of any such premium in respect of the insurance the Owner may pay such premium in which event the Hirer shall repay the amount thereof to the Owner on demand. The Hirer shall indemnify the Owner against all loss or damage to the Equipment not recoverable under the policy of insurance.

- 14.b Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer shall immediately notify the Owner thereof, shall not compromise any claim without the consent of the Owner, shall allow the Owner to take over the conduct of negotiations and shall at the expense of the Hirer take such proceedings (in the sole name of the Hirer or jointly with the Owner) as the Owner shall direct, holding all sums recovered, together with any monies received by the Hirer under its policy of insurance, on trust for the Owner and paying or applying the same as the Owner directs and as herein provided. If any Equipment is declared a total loss, the hire thereof shall terminate. In such event the Owner shall apply any proceeds of insurance received by it as its option:
 - (i) towards a replacement of equivalent value which replacement shall be deemed to be included in this Agreement for all purposes and the Hirer shall continue to be liable to pay hire charges to the Owners as if such loss had not taken place; or
 - (ii) in or towards payment to the Owner of the sum necessary to compensate the Owner for the loss of profit suffered as a result of the loss of that Equipment.

- 14.c The Owner shall have the right itself to repair or have repaired any Equipment which is the subject of an accident. If the Owner does not choose to do so the Hirer shall be liable to reinstate or repair at its own expense (but subject to any insurance proceeds) Equipment which shall not have become a total loss and shall continue to pay hire charges to the Owner in respect of such Equipment during such reinstatement or repair.

- 14.d The Hirer will be liable to pay to the Owner any amount deducted by the insurers by way of excess or in respect of damage caused to the Equipment prior to the date of total loss, and (subject to the application of insurance proceeds under clause 14.b(ii) above) shall indemnify the Owner

against all loss suffered by it in consequence of the loss or destruction of the relevant Equipment.

15. LOSS OR DAMAGE

- 15.a The Hirer shall be solely responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Owner as a result of an accident involving the Equipment (other than death or personal injury resulting from the negligence of the Owner, its employees or agents).

- 15.b The Owner does not hire the Equipment subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose or age of the Equipment and any conditions and warranty are hereby expressly excluded insofar as permitted by statute and (save for the Owner's liability for death or personal injury caused by the negligence of the Owner, its employees or agents) the Owner will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or its use, including the theft of any item from a Unit.

- 15.c The Hirer shall be solely responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Owner as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Contract of Hire.

16. TERMINATION FOR BREACH OF CONTRACT

- 16.a The Owner shall have the right to terminate this Contract of Hire immediately by notice in writing to the Hirer if the Hirer:
 - (i) defaults in the payment of the hire charges or any other sums due to the Owner; or
 - (ii) fails to observe and perform the terms and conditions of this Contract of Hire; or
 - (iii) suffers and 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 members' voluntary liquidation); or
 - (iv) does or causes to be done or permits or suffers any act or thing whereby the Owner's rights in the Equipment may be prejudiced.
- 16.b If this Contract of Hire is terminated under this clause, it shall be lawful for the Owner to retake possession of the Equipment and, for that purpose, to enter into or upon any premises where the Equipment may be.
- 16.c The termination of the Contract of Hire under this clause shall not affect the right of the Owner to recover from the Hirer any monies due under this Contract or damages for breach of this Contract of Hire.
- 16.d The waiver by the Owner of any breach of any term or condition of this Contract of Hire shall not prevent the subsequent enforcement of that term or condition and shall not be deemed a waiver of any subsequent breach.

17. RENTAL AND PAYMENT TERMS

- 17.a The hire charges under this agreement will be paid by the Hirer punctually to the Owner during the continuance of the hire period (as defined in clause 11.a). The first month's payment will be due on the commencement of hire, time to reach Container Team Limited, offices before delivery. Thereafter, charges are payable monthly in advance and will be invoiced in the normal way. No allowance or deduction shall be permitted from such hire charges in respect of any period where for whatever reason the equipment shall not be used by the Hirer.
- 17.b Payment must be made strictly in accordance with the terms of the Booking Form. In the event of late payment the Owner reserves the right to charge interest of 5% above current base rate on the amount outstanding per month together with any legal or other costs incurred in connection with recovering such payments.
- 17.c The Owner reserves the right to amend hire rate by giving seven days notice in writing to the Hirer at any time after the Minimum Hire Period has elapsed.
- 17.d In the event of cancellation the deposit will be returned at Container Team Limited's discretion.

18. ASSIGNMENT

- 18.a The Hirer shall not assign his right hereunder nor sub-let or lend the Equipment or any part thereof to a third party without the prior written consent of the Owner.
- 18.b The Owner shall be entitled to assign the benefit and burden of this Contract of Hire.

19. MISCELLANEOUS

- 19.a Although the Owner will use all reasonable endeavours to discharge its obligations under this Contract of Hire in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.
- 19.b Any notice hereunder shall be in writing and may be served by sending it by fax or pre-paid first class letter post or delivery (in the case of a limited company) to the address, stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove in the case of fax that the addressee's answer-back code appeared on the sender's copy of the fax and in case of posting that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective in the case of fax on the next business day following the day on which the fax was sent and in the case of posting at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.
- 19.c The owner may transfer information about the hirer to our bankers/financiers for the purposes of providing services for the following purposes:-
 - Obtaining credit insurance
 - Making credit reference agency searches
 - Credit control
 - Assessment and analysis (including credit scoring, product and statistical analysis)
 - Securitisation
 - Protecting our interestsThe Owner will provide the hirer with details of our bankers/financiers and that of any credit reference agencies used on request.