

Worcester Container Hire

TERMS AND CONDITIONS OF HIRE AND DELIVERY

Worcester Container Hire, hereinafter referred to as 'the Owner', works solely on the basis of the terms and conditions set out in this document. These terms and conditions are deemed accepted upon the placing of an order or acceptance of equipment ordered. (Equipment covers all classes of containers, other equipment and accessories the Owner agrees to hire to the Hirer).

- 1 **Hire Period** The hire period commences on the day when the equipment is either delivered to or collected by the Hirer. The Owner is not obliged to take equipment off hire before the expiration of the agreed hire period. Notwithstanding the period of hire stated the hire period shall continue in respect of each container until it has been returned to the Owners agreed depot.
- 2 **Hire Termination** The Owner may without prejudice to any rights it may have in respect of any prior breach of the Lease Agreement forthwith terminate the Lease Agreement in writing and repossess the equipment in any of the following events, at the expense of the Hirer.
 - a) If default is made by the Hirer in paying any instalment of rent for 60 (sixty) days after it has become due to the Owner.
 - b) If the Hirer is in breach of any obligation contained in this agreement.
 - c) If a receiving order in bankruptcy is made against the Hirer or if the Hirer calls a meeting with his creditors, enters into compulsory or voluntary liquidation or if any execution or distress is levied or attempted against the Hirer.
- 3 **Hirer Responsibilities**
 - a) The Hirer shall obtain all permissions, consents and licenses required for the equipment under any statute, regulation or bylaw and in due time comply with any conditions imposed in respect thereof.
 - b) The Hirer agrees that he will not move or cause to be moved the equipment from the place at which it was delivered without first obtaining the written permission of the Owner.
 - c) The Hirer agrees that on termination of hire to ensure the Owner or his agent has reasonable access with his vehicle for the purpose of loading the equipment.
 - d) Upon termination of hiring, the Hirer shall forthwith remove all goods from the equipment. Should the Hirer fail to do so, he hereby appoints the Owner or their agents to do so. The Hirer hereby authorises the Owner at its option to place such goods at any premises apparently occupied by the hirer or to sell such goods, applying the proceeds to the payment of any charges due the hirer to the Owner. The Hirer warrants that only goods owned by the Hirer will be stored in the equipment hired.
 - e) The Hirer hereby irrevocably authorises the Owner to enter upon any property occupied by it for the purpose of removal of equipment hired by the Hirer upon termination of the hiring.
 - f) The Hirer hereby indemnifies the Owner in respect to all claims or costs which may be made by any third party arising out of any action taken by the Owner pursuant to sub-clauses 3(c) and 3(d).
 - g) The Hirer shall not sublet loan or mortgage charge pledge or otherwise deal with the equipment and shall not part possession thereof except in the ordinary course of using them for the purpose for which they are hired to the Hirer. The Hirer shall protect the equipment against distress execution, seizure or other legal process and hereby indemnifies the Owner against all losses, claims, costs, charges and expenses that may arise due to any failure to observe this and any other clause of this agreement.
 - h) The Hirer shall not use the equipment for storage or transport of any unprotected corrosive substance high density poorly secured materials which may corrode, oxidise, dent, contaminate, puncture, stain or damage the equipment or make any other use of the equipment subjecting them to damage by improper loading or otherwise.
 - i) The Hirer shall comply with all loading limitations as specified by the Owner and shall prevent excessive impact and concentrated loads.
 - j) The Hirer shall indemnify the Owner in full in respect of all damage to or loss of equipment howsoever arising and whether or not occasioned by negligence of the Hirer his servants or agents and in addition any liability which may be incurred by the Owner through any breach of this agreement or use or misuse of the equipment or any act of commission of the Hirer his servants or agents. Ordinary wear and tear shall not include any damage by forklift or other handling equipment. In the event that the Hirer fails or neglects to repair damaged equipment to ISO recommendations and National or International safety regulations, Hirer shall be liable to the Owner for cost of such repair.
- 4 **Equipment** The Hirer acknowledges that the equipment has been inspected on their behalf (whether or not an actual inspection has taken place) and is in good condition and repair as at the date hereof and any specific claims in respect thereof shall not be considered by the Owner unless details of any defects are formally notified in writing to the Owner upon delivery or within 48 hours thereof.
 - a) The Owner warrants that it has the right to hire equipment and that they are in accordance with the CSC plate.
 - b) These warranties are given and accepted in substitution for any representation or warranty that may have been made prior to the signing of the Lease Agreement and in consideration thereof all other warranties conditions or guarantees are excluded and the Hirer agrees not to rely on such prior matters.
 - c) Any variation of the terms shall be made in writing and signed by an authorised signatory of the Hirer and by an authorised signatory of the Owner.
 - d) While the Owner will endeavour to meet dates for delivery of equipment no dates or periods can be guaranteed and the Owner shall not be liable for any damage or loss howsoever arising from delays howsoever caused.
 - e) The equipment shall have Owners markings serial numbers and other identifying marks affixed thereto which shall not be obliterated or altered in any way.
- 5 **Delivery** The Hirer shall pay for any service charges such as delivery and redelivery of the container from the depot of the Owner to the premises of the Hirer at the current rate charged by the Owner from time to time. The Owner reserve the right to charge the Hirer for any costs incurred due to the Hirer cancelling or postponing the delivery or collection date if the Hirer informs the Owner of the change within 48 hours of the date originally requested. In the event of a vehicle incurring damage during a delivery i.e. hitting a gate post due to insufficient or tight access, neither we, nor the haulage contractor, will accept responsibility for any damage caused to property belonging to you or a third party. The customer is liable to meet any costs incurred through the damage of the vehicle. Unless otherwise specified by the customer in writing, and accepted by Worcester Container Hire in writing, the delivery includes a basic off-load of the container(s) parallel with and immediately next to the site of the vehicle between 7am-8pm, Monday to Friday. The delivery charge includes 45 minutes on site, extra time on site is charged at £75 + VAT per hour, chargeable in hourly units i.e. 15 minutes will be charged at £75 + VAT etc. The delivery vehicle will require adequate turning space to deliver and position the container. Whilst estimated time of arrivals are provided, delays are sometimes caused by but no limited to, depot delay's, traffic delays, weather etc. due to this no exact time can be given for deliveries, all delivery times are a best endeavour and Worcester Container Hire Ltd take no responsibility for any delays course by such circumstances, the only way a guaranteed delivery time can be given is by booking the vehicle for the whole day.
- 6 **Payment** The Owner's invoices in respect of hire charges and all appropriate charges resulting from the Lease Agreement have to be paid within the agreed terms stated on the invoice and without deductions. The Owner reserves the right to amend hire rates by giving 7 days notice in writing to the Hirer at any time after the minimum hire period has expired. Unless a counter claim is recognised by Owner the Hirer cannot offset any charge from amount due to Owner. If default is made by the Hirer in paying any instalment of rent/charges relating to the hire, delivery haulage etc., for 60 (sixty) days after it has become due to the Owner the Owner reserves the right to collect payment from the Hirer's credit / debit card details of which having been provided at the time of hiring the equipment.
- 7 **Handling** Equipment is to be handled by proper ISO container lifting equipment or forklift using the available fork pockets only.
- 8 **Insurance: Container Insurance** The Hirer shall at all times and at its own expense insure and keep insured the equipment which are subject to this agreement for an amount equal to the replacement value of each container as stated in the Lease Agreement including all taxes duties and other payments which may be incidental to any replacement, and against all risks such as physical loss damage theft, and total destruction. The Hirer upon demand from the Owner shall produce such policies to the Owner with a current premium receipt. All policies of insurance shall contain an endorsement referring to the Owners Ownership of the equipment.

In the event of loss, theft or destruction of any container or the damage thereto which the Owner in its sole discretion shall determine is not repairable the Hirer shall be liable to the Owner for full replacement value of the container. Per Diem rental charges shall continue until the Owner receives the full replacement payment.

Contents Insurance The insurance of the contents of the equipment is the responsibility of the Hirer. The Owner shall not be responsible, whether in negligence or otherwise, for loss or damage or deterioration of any goods stored in the equipment, howsoever caused.

This document shall be construed and interpreted in accordance with the laws of England.