

Worcester Container Hire Ltd

TERMS AND CONDITIONS OF CONTAINER SALE AND DELIVERY

PAGE 1

1. Our transport and delivery quotation is based on the information provided by you, it is the customer's responsibility to ensure the information on the Customer Order Confirmation is accurate so as to avoid delivery and product issues, if this information is not accurate, you must advise Worcester Container Hire of any amendments in writing. If, at any time these details change or if important information has not been included, we reserve the right to amend our charges accordingly with any further charges being invoiced following the delivery and will be paid by the customer in full on receipt of invoice.
2. No container deliveries will be completed without full completion of the customer order confirmation.
3. If a delivery is aborted for any reason we will be charged by the haulier for the original delivery and the return of the container back to depot, if the site is not accessible or the customer has omitted any information or not provided sufficient information in writing to Worcester Container Hire Ltd which results in a delivery abort, we have no choice but to pass on these charges along with any related charges (e.g. gate in fees, depot charges, etc...) to the customer. The aborted transportation charge will be the amount Worcester Container Hire Ltd have been charged by their contracted haulier, not the amount on the customer quotation or the customer order regardless of any discounts or special transportation rates initially offered to the customer. A copy of the original transport order to the contracted haulier can be provided upon request.
4. It is the customer's responsibility to ensure that the ground that the container is being delivered on is flat and hard standing, land with an incline can cause issues in opening container doors and can cause the container to rock. Our haulage contractors will not be held accountable, whether a site visit has been completed or not, for any issues relating to un-even ground.
5. By placing an order with Worcester Container Hire the customer agrees in full to both container sale and delivery terms.
6. It is the customer's responsibility to obtain from the driver a signed copy of the arrival and departure times. This document is also required to name the driver.
7. 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.
8. Should the delivery need to be cancelled, a minimum of 48 hours' notice (working days; Saturdays and Sundays are not working days) is required, prior to 8am. We reserve the right to charge the delivery cost and vehicle return cost, plus any further costs incurred by Worcester Container Hire, in the event of insufficient cancellation notice or failure to fulfil this contract.
9. We reserve the right to amend this contract/these terms without prior notice.
10. 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.

11. The transport quotation does not include the possibility of the container being lifted over obstacles, the vehicle driving over grass or mud or any other non-standard off-load. If there is any variance to the standard off-load the customer will be invoiced accordingly following delivery and will be paid by the customer in full on receipt of invoice.

12. The term 'new container' is used to describe a container that has been transported, by sea, containing cargo on one occasion; this can also be described as a 'one way tripper'. Due to the nature of this equipment, 'new' containers may have bangs, scrapes, rust, corrugation damage and paint damage.

13. The term 'used container' is used to describe a container that has been transported on at least one occasion, by sea, containing cargo, a 'used container' may have also been used for storage, road transport or a variety of other reasons. Due to the nature of this equipment, 'used' containers may have bangs, scrapes, rust, corrugation damage and paint damage.

14. An A Grade container is a good quality used container, a B Grade container is a budget container which may require some repairs. A container is only suitable for shipping if a CSC Plate is included on the customer order confirmation.

15. Accessories ordered may be delivered with the container or may be delivered separately to your premises, we will provide you with this information as quickly as possible, and it is your responsibility to be available to receive these items when you have been advised of a delivery date.

16. Unless otherwise outlined, all conversions work, including painting, will be carried out to what Worcester Container Hire consider 'industry standard'. Any images supplied of accessories offered are indicative only and may reflect a bespoke order, It is therefore the customer's responsibility to advise Worcester Container Hire of any bespoke specification of container works prior to order, if a specification of any accessory (for example but not limited to: racking, lighting, heating, painting, locks, lockboxes) Worcester Container Hire will provide the next available option, if a bespoke specification is required by the customer this must be detailed on the Customer Order Confirmation to guarantee receipt of this item type. All conversion works are payable upfront and non-refundable due to the bespoke nature of the works.

17. Modifications to shipping containers may/will invalidate the CSC plate depending on the level of modification. Following modification, the CSC plate will be removed. No testing for shipping, load bearing, lifting or safe working loads will take place unless expressly detailed at quote stage.

18. Cut down or custom built containers (anything other than 20ft & 40ft long) are not a standard ISO container and therefore will not carry a CSC plate. If testing for shipping, load bearing, lifting or safe working loads are required, this should be expressly detailed at quote stage.

19. Grafo-therm treatment is applied to the roof only unless otherwise clearly stated on the signed customer order confirmation.

20. Please be advised that we do not supply a lockbox and lock unless otherwise stated in the customer confirmation.

21. Please contact us should you require a full breakdown of our terms and conditions to which you agree to upon placing an order.

22. The container, regardless of size may be delivered on a vehicle up to 68ft in length and in excess of 10ft wide - by placing an order with Worcester Container Hire Ltd, unless advised and agreed otherwise in writing, you confirm that your delivery site has sufficient access for a vehicle this size.

23. From time to time Worcester Container Hire Ltd may send you offers and news by e-mail or post, if you would rather not receive these updates please contact a representative from Worcester Container Hire Ltd in writing to advise your wishes stating your full name, company name, address and e-mail address. Please be assured that your details will not be passed to any 3rd parties and we do comply with anti-spam laws.

24. Retention of Title – Regardless of credit terms offered, until the equipment purchased has been paid for in full and payment has been cleared, Worcester Container Hire Ltd retain the title of the equipment sold, until payment has been cleared in full and written confirmation from Worcester Container Hire Ltd has been provided, the equipment cannot be submitted as assets or capital to administrators, liquidators or creditors should the customer enter into forced or voluntary liquidation or administration or be liable for any debts to creditors.

25. Accommodation units (e.g. offices, canteens, toilets, drying rooms, etc...) have not been electrically tested prior to leaving our depot unless specified on the customer order confirmation. "As-Is" equipment has not been re-furnished in any way and is sold as seen unless specified on the customer order confirmation. This equipment does not carry any guarantees. "Used" equipment does not carry any guarantees either and is sold in quality used condition. All accommodation equipment have individual specifications which vary between units, specific units are only supplied as detailed in the customer order confirmation. If a specific unit has been quoted on, this must be detailed in the customer order confirmation, otherwise, the container will be supplied on a "next in stack" basis, this also applies to the supply of containers.

26. The detail provided on the customer order confirmation and signed for by the customer prior to delivery is a full and comprehensive detail of the customer order as Worcester Container Hire Ltd understands it. It is the customers responsibility to ensure that the customer order confirmation document includes all items ordered to the specification and detail ordered, described and required; failure to do so may result in inaccurate equipment being delivered for which Worcester Container Hire Ltd accept no responsibility.

27. By placing an order with Worcester Container Hire Ltd, verbally, in writing or by making payment, you agree to these terms and conditions.

28. The prices quoted by Worcester Container Hire Ltd are valid for 7 days; discounted prices are valid for 24 hours unless otherwise agreed in writing by Worcester Container hire Ltd. No equipment is reserved and all equipment remains the property of Worcester Container Hire Ltd until delivered to, paid for and signed for by the customer.

29. The customer understands and hereby acknowledges that all equipment is sold on a strict "as Is" basis, Worcester Container Hire make no warranties or representations whatsoever expressed or implied as regards to the fitness of the equipment for any particular purpose or use in any particular environment or country.

30. No equipment supplied by Worcester Container Hire Ltd. is suitable for any specific use including shipping or storage unless explicitly described as such in the customer order confirmation.

31. Equipment is delivered to the customer or made available for collection when the Company makes them available at which point risk of the equipment passes to the customer. Time shall not be of the essence in respect of delivery or collection.

32. Worcester Container Hire Ltd shall not under any circumstances be liable for any direct, indirect or consequential loss of (but not limited to) profit, market or delay consequences, howsoever caused.

33. All prices quoted are, unless otherwise specified, exclusive of value added tax.

34. These conditions and the conditions of the customer order confirmation will always prevail over any other conditions including a customer's own conditions of supply.

35. Any delivery time or date is an estimate only and Worcester Container Hire Ltd will not be liable for any consequential loss arising as a result of late delivery.

36. If a customer is paying for their order via international payment, the customer is liable for both parties bank charges and must select 'remitter to pay all charges' at the time of making payment. Should Worcester Container Hire Ltd. be charged by their bank, an invoice will automatically be generated for £20 + VAT which is payable immediately.

37. Should an issue arise with any area of a customer order, the complaints procedure will be issued and should be followed by the customer in all cases.

38. Any images provided are, unless otherwise specified, indicative of the series type of a container held on file, they are not of the specific container being delivered and terms relating to condition should be noted at all time.

39. If Worcester Container Hire Ltd or any of Worcester Container Hire Ltd.'s employees offer advice in the form of designs, drawings, specifications or verbal advice it is provided strictly on the basis that it is for guidance only, and without any responsibility being accepted. The onus is on the Customer to verify the accuracy and appropriateness of any such advice and to accept or reject the advice accordingly, no legal liability shall attach to Worcester Container Hire Ltd. or Worcester Container Hire Ltd.'s employees and the Customer will indemnify Worcester Container hire Ltd. from any claims by any person whatsoever for injury to person or loss or damage to property including all costs associated therewith howsoever caused.

40. The person signing or agreeing to the Terms and Conditions of Sale and Customer Order Confirmation warrants that he/she has the authority of the Customer to make the contract on the Customer's behalf. Worcester Container Hire Ltd. shall be entitled to treat the Customer as contractually bound by these terms and conditions.