



## Containers 4 Sale UK Ltd

### General Terms and Conditions

#### **Quotation & Delivery**

All quotations are, unless otherwise stated, exclusive of VAT and subject to status, availability and our general trading terms. Quotations are valid for a maximum of 7 days. All quotations unless otherwise stated include delivery and off-loading externally to the customer's premises. The quotation is based on 'normal working hours' i.e. 7am to 7pm Monday to Friday and a premium out of hours rate is applicable outside of these hours. When confirming in writing your order to purchase or hire a container from Containers 4 Sale UK, it is deemed you agree with our general terms and conditions.

#### **Terms and Conditions of Delivery and Container Sale (applicable for container sales only)**

- A. All containers must be paid for in full (cleared funds) before delivery is arranged or the container(s) is/are released from depot. Should you cancel your order, an admin fee of £50.00 is chargeable to you.
- B. The customer is responsible for their site conditions ensuring they are appropriate and acceptable for the quoted container(s) and accessibility for a HGV wagon with vehicle mounted crane is suitable. Our vehicles can be up to 68ft in length.
- C. Should the customer wish to collect from one of our nationwide depots, a 'lifting' charge of £25.00 + VAT will be charged to the customer.
- D. The customer must assume full responsibility in complying with all relevant regulations with regard to their site, including planning permission if applicable/landlords consent, building regulations and health & safety regulations complying with their specific site.
- E. The customer must ensure their site is level and that there are no manholes, overhead hanging cables and/or any other restrictions. Containers 4 Sale UK do not delivery on soft ground or grass. The agreed transportation cost does not include positioning over walls, fences or any other obstacle unless otherwise stated.
- F. Upon arrival at site, a maximum time of 1 hour is allowed for off-loading. Thereafter, an hourly rate from £50.00 + VAT per hour or part thereof is applicable (demurrage/waiting time) and will be charged to the customer accordingly.
- G. Unless arranged with ourselves and the customer prior to delivery, double stacking is unacceptable as containers will require 'corner castings/locating pins' for health & safety purposes (prices upon application).
- H. Guideline delivery time or date is on a 'best efforts' basis. Containers 4 Sale UK cannot be held responsible for any liability for consequential loss that may arise as a result of late delivery. I. All Containers 4 Sale UK delivery vehicles adhere to the latest health & safety guidelines.
- J. When the delivery is taking place, the customer is responsible for 'supervising' the vehicle driver and selecting the position of the container (adhering to health & safety). Once the container has been placed, the customer (or its representatives) will be asked to sign the Containers 4 Sale UK delivery interchange/paperwork. Once the paperwork is signed, the customer accepts the container position as suitable for usage/fit for purpose. Containers 4 Sale UK outsource the transportation to 3<sup>rd</sup> party reputable and highly vetted haulage contractors on the customers behalf (Industry Standard). Therefore in the unlikely event of any issues or damages all claims / correspondence have to be addressed to us immediately and we will forward to the haulage contractor in question

who will deal directly with yourselves thereafter. We accept no claims directly whatsoever or howsoever caused.

- K. Should our haulage contractor be unable to off load on site due to the conditions stated above, the customer is responsible for a wasted haulage journey and will be charged accordingly.
- L. New one way shipped containers have done one trip from the Far East and may have some light scrapes etc due to transportation.
- M. Used containers are guaranteed wind and watertight, however no guarantee is made for cosmetics due to age and previous usage.

#### **Conditions of General Rental / Hire**

- A. The hire shall be charged in accordance with our quotation and is chargeable from and including the date of delivery (unless otherwise stated). Once an order is received it is deemed legally binding.
- B. The minimum hire period is as in accordance with our quotation and is chargeable until the end of the minimum rental period plus 28 days written notice on long-term leases (i.e.) 12 months minimum or 7 days written notice on anything less than 12 months.
- C. The customer is responsible for the insurance of the hire container and its contents (fully comprehensively) from the point of delivery until its uplift from the customer's premises.
- D. Should the customer hire 'food grade' dedicated container(s), the 'food grade' status must be strictly adhered to and under no circumstances whatsoever must any other goods or cargo be utilised within the container(s).
- E. It is the customers' responsibility to ensure the container is kept in a 'fit for use' condition throughout its full hire period. Any problems/issues must be reported to Containers 4 Sale UK immediately.
- F. The customer is responsible for the upkeep/general cleanliness and condition of the container whilst on hire.
- G. Should the container(s) be stolen/lost or written off, the customer is responsible for the replacement value of the container(s).
- H. Containers 4 Sale UK accepts no responsibility or liability whatsoever for any cargo/stock lost howsoever caused.
- I. The customer must not move or relocate any container(s) without prior written consent/agreement from Containers 4 Sale UK.
- J. All padlocks and ramps are provided in full working order. The customer is responsible for any loss or damage whatsoever caused and will be charged accordingly. Ramp replacement cost £500.00, padlock replacement cost £50.00

#### **Temperature controlled containers Rental / Hire conditions**

- A. The customer is responsible for ensuring electrical power by way of independent external socket that is compatible and adheres to the Containers 4 Sale UK specification.
- B. Temperature controlled containers must be positioned at least 4ft away from any wall/restrictions that may suppress airflow to the machine and cause damage.
- C. The customer is responsible for ensuring that the container is kept clean and to the food grade quality internally and externally. Our containers are guaranteed rodent free and must be regularly cleaned.
- D. Containers 4 Sale UK will replace lights/bulbs, if required, on the customers behalf. However, the customer will be charged accordingly as this item is deemed 'consumable'.
- E. Containers 4 Sale UK offer a 24/7 365 days per year emergency call our service on the machinery section of the container(s). This service does not include padlocks, ramps, lights or any other damage whatsoever. These issues must be reported during working hours only and customer specific.

- F. We offer a 'one number' call out line that is manned only by our own staff and not forwarded onto a call centre or 3<sup>rd</sup> party. Our engineering team offer the fastest possible response time and an advice line with fault finding which in certain instances can save the customer call out fees.
- G. All Containers 4 Sale UK temperature controlled containers get a full PTI (pre-trip inspection) and chemical steam clean immediately before release from depot.
- H. Standard nationwide commissioning charge of £175.00 per container offers our customers full user instructions given at their site location. This is done strictly by arrangement allowing the customer to gather as many operatives/users for training/guidelines on usage, temperature setting, correct loading and cleaning procedures.
- I. It is the customer's responsibility to ensure adequate power supply (as per our guidelines). Should one of our nationwide engineers arrive on site and incorrect power/no power be available, a wasted commissioning charge of £175.00 is chargeable to the customer.
- J. Should the customer default on payment i.e. be over 30 days trading terms, Containers 4 Sale UK reserve the right to withhold 24/7 emergency call out service.

### **Payment terms**

- A. Containers 4 Sale UK invoice in advance for the current complete month (or as in accordance with specific customer calendars or needs).
- B. Payment is due within 30 days of the date of invoice (unless otherwise stated).
- C. Payment is acceptable via the following methods: BACS, CHAPS (details upon application), debit card, bankers draft.
- D. Should a customer default on payment, Containers 4 Sale UK have the right to recover our equipment whether empty or loaded and thereafter seek recompense within the legal system for the full debt, including full length of hire, all recovery and legal charges including interest.

### **Conditions of Uplift/Return of container(s)**

- A. In accordance with our quotation, Containers 4 Sale UK shall uplift the container(s) at the end of the hire/rental period, assuming the customer has served the full written notice terms.
- B. We shall charge the customer the quoted, agreed or current prevailing rate return transportation rate.
- C. The customer is solely responsible for ensuring the site conditions are acceptable (as per delivery) and notifying us should the site condition have changed in any way whatsoever from when we delivered.
- D. The container(s) must be completely emptied and dunage free. Containers 4 Sale UK will not accept rubbish or any other items left inside the container(s). Should this be the case, a wasted journey charge may be incurred for the customer's account.
- E. Should the container(s) be unavailable for any reason whatsoever, they will remain on hire to the customer at the prevailing rate until such time the container(s) is/are returned to one of our nationwide depots. The date the container(s) is/are returned to depot will be deemed the official off hire date.
- F. The customer must have a representative available on site upon collection/uplift of the container(s) to supervise and sign the Containers 4 Sale UK or its representative's paperwork.
- G. Any damages, defacing/graffiti or loss (including total loss) is fully chargeable to the customer and will be invoiced accordingly. An independent estimate will be issued with full damage information (excluding steam cleans which are standard charges full explained in our quotation). H. Ramps and lock charges are as per your quotation i.e. chargeable if not returned.

- I. Steam clean charges (industry normal) £35.00 per 20ft container, £45.00 per 40ft container upon return to depot.
- J. All off hired containers are available for inspection at any of our depot locations should the customer wish to inspect any damages/claims. This can be done by arrangement with your Account Manager. This should be done within 5 days of return to depot.
- K. Containers 4 Sale UK offer its customers the best possible nationwide service with engineers, depots and haulage contractors carefully chosen and vetted to the highest standard ensuring not only the best service within the domestic leasing & sales market but also the most cost effective and professional.
- L. Every effort goes into ensuring the smooth delivery, installation or sale of our equipment. Communication and customer satisfaction is always at the forefront of our business; therefore any feedback is always appreciated.