

Terms and Conditions of Business - Grand View Container Trading (UK) Ltd

General Conditions

- 1) All prices, unless quoted otherwise are exclusive of VAT.
- 2) Interest is payable to the company (GVCT) on any overdue account at 8% above the base rate from the time the payment is due.
- 3) These conditions will always prevail over any other conditions including a customer's standard business Terms & Conditions.
- 4) All quotation estimates and prices exclude:
 - A) Site preparation & foundation work.
 - B) Connection to mains services including power, water & sewage.
 - C) Repair of damage upon removal of the unit.
- 5) All quotations & estimates are made on the basis that:
 - A) There will be a suitable hard access route for the delivery vehicle and carriage both onto the site & into a position adjacent to the desired unit location. (As per the Container Delivery Checklist).
 - B) The site is level, free from overhead & underground obstructions and of sufficient ground bearing capacity to accept the full loading of the units to be supplied.
 - C) Delivery can take place and any other service performed during the normal weekday working hours.
 - D) Any additional time need to delivery/collect the unit over & above the allocated 1 hour slot will be charged at £60 per house +VAT.
 - E) If any unit is to be double stacked upon an existing unit the customer warrants that the lower unit is on foundations adequate for the weight of both units and their contents and that the structure of the lower unit can adequately carry and transfer to the foundations the weight & strain of the upper unit.
- 6) Any delivery time & date is an estimate only and the company (GVCT) will not be held liable for any consequential loss arising as a result of late delivery. Any transport arrangements cancelled by the customer will be charged at the full cost, regardless of the notice period.
- 7) The customer accepts full responsibility in laying down its specification for the unit that it will comply with all relevant regulations including but not limited to planning permission, building regulation consents, health & safety and fire regulations and will indemnify the company against any cost claims, demands or expenses arising as a result of their breach.
- 8) All the company's (GVCT) contracts are deemed to be made at Grand View Container Trading (UK) Limited, Unit C1B, Comet Studios, De Havilland Court, Penn Street, Buckinghamshire, HP7 0PX.
- 9) References made in these General Terms & Conditions to the 'customer' apply to the physical or legal person with whom we have concluded an agreement or to whom the order has been issued and at whose expense the goods will be supplied.
- 10) Deviations from the provisions of these terms will only be acceptable insofar as these have been expressly agreed to in writing.
- 11) An agreement with us comes into effect only after we have accepted the order placed, in writing.
- 12) Any agreement between us (GVCT) and the customer is concluded on the condition that the customer remains sufficiently creditworthy. At our first request the customer shall provide security for the fulfilment of its obligations, failure to do so will result in the suspension and/or cancellation of the agreement.
- 13) Prices mentioned in quotations, agreements and order confirmations are based on cost factors such as exchange rates, prices of raw materials and consumables, commodity prices, wage and transport costs, insurance premiums, import duties & other government levies which were in place at the time of the agreement.
- 14) Any disputes arising from agreements made by the company (GVCT) will be tried by the competent court in England.

Rental Conditions

- 1) The rental period shall commence on the date which the goods are delivered to the customer and terminate on collection of the goods.
- 2) The minimum rental period will be 1 calendar month.
- 3) The customer will give at least 7 days' notice to terminate the contract.
- 4) The units will be at the risk of the customer for the duration of the rental period for any loss, damage, or expense arising from the customer's failure to comply with these Terms & Conditions.
- 5) The customer will keep the unit(s) fully comprehensively insured at all times during the rental period against loss or damage by fire, theft and other risks usually covered by comprehensive insurance products of the type of unit(s). Such insurance to be the full replacement value of the hire product with a reputable United Kingdom based insurance company.
- 6) The customer shall give written notice to the company (GVCT) of any occurrence which may give rise to a claim pursuant to clause 7 (below) within 24 hours of the occurrence being known to the customer.
- 7) In case of unit(s) being lost, stolen or damaged beyond economical repair, the customer agrees to pay GVCT the replacement value for the unit(s) of: £1,800.00 per 8" store, £2,000.00 per 10" store, £2,500.00 per 20" store, £4,500.00 per 40" store, £5,000.00 per 10" office, £7,000.00 per 20" office, £7,500.00 per 20" canteen, £9,500.00 per 20" office/kitchen/toilet, £5750.00 per 20" office/store.
- 8) The company (GVCT) shall be entitled at any time to itself affect the expense of the customer's insurance against any or all of the contingencies referred to above.
- 9) The customer will, at all times, keep the unit(s) fixtures & fittings clean and in good condition and will reimburse the company for any repair or cleaning costs due at any point during the rental period.
- 10) If a customer shall fail to punctually pay any outstanding sum due to the company (GVCT) under this rental contract or allow anything to be done whereby the company's rights may be prejudiced or jeopardised, then the company may treat the rental contract as being wrongfully repudiated by the customer and retake possession of the unit(s) and to that purpose enter upon the site of the customer premises to do so at the cost of the customer.
- 11) All rental charges are billed in arrears, the customer is responsible for both delivery & collection charges (unless otherwise agreed).
- 12) The customer must notify the company (GVCT) in writing if any equipment is repositioned to another site prior to any such repositioning.
- 13) The company (GVCT) remains the owner of all hire equipment.
- 14) The customer shall not be entitled to lease the leased item(s) to any 3rd parties or to be used by any 3rd parties without written consent.
- 15) We shall be entitled to transfer any claim(s) relating to all transactions to a credit insurer of our choice.

Sale Conditions

- 1) Where goods are sold to a customer in a 3rd party depot the customer has 14 days' free storage to either remove the goods or to transfer the goods into their stock within the 3rd party depot, failure to do so will incur a charge of £10.00 per TEU per week until the matter is resolved.
- 2) All unit(s) shall be paid for in full prior to the release of unit(s). Under no circumstances will any unit(s) be left on site until paid for. If it is necessary, the company reserves the right to abort delivery until the outstanding cost has been settled and ownership can be passed.