

## Crate solutions terms and conditions

1. The "Company" means Crate Solutions Ltd.
2. The "Customer" means the customer whose name appears at the bottom of this agreement in the customer box.
3. The "Equipment" means the crates Sack barrows, Skates, and any other equipment the company has agreed to hire to the Customer.
4. All and any business undertaken by the company is subject to these conditions of hire, each of which shall be deemed to be incorporated in and be a condition of any agreement between the company and the hire of the Equipment. No agent or employee of the company other than a director has the company authority to alter or vary these conditions.
5. The company will use its reasonable endeavours to make the Equipment available to the customer in the numbers and at the time stipulated but as supply is dependent on other customers duly returning the equipment, the company shall not be responsible for any damage or loss of whatever kind suffered by the customer whether as a result of the company's failure to supply Equipment or its late delivery of Equipment or otherwise, nor shall the company be liable to the Customer for the or in respect of any loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of the Equipment by the Customer, any Subsequent user or third party (except that shall not exclude the Company from liability for death or personal injury insofar as it is caused by the Company's negligence and this exclusion shall only be effective to extent by Law).
6. The customer is responsible for ensuring that the Equipment supplied by the Company is suitable for the Customer's purpose and for checking the condition of the Equipment before it is used by the Customer. While the Company tries to ensure that all Equipment is in fully Serviceable condition, in the event of any shortage or damage must notify the Company within 24 hours of delivery / collection or the Customer will be deemed to be satisfied with quantity and condition of the Equipment, and that is suitable for the purpose required.
7. The Customer will be responsible for the Equipment from the point of delivery to or the collection by the Customer to the point of return of the Equipment to the Company or of the collect of the Equipment by the Company and accordingly the Customer shall maintain and pay for insurances of the Equipment whilst it is in the possession or control of the Customer or a Subsequent User.
8. The Customer may either:-
  - (a) Collect the Equipment from 31 Wates Way Mitcham Croydon CR4 4HR as the Company shall nominate at a time and agreed by the company or
  - (b) Request the Company to deliver the equipment to the customer's premises, in which case three working days notice is required, and the customer shall be liable for the charge in accordance to the company's current rates.
9. Title and ownership of the equipment shall at all times belong to the Company and the Customer will not interfere in any way with the Equipment or any nameplate, sign or serial numbers thereon save that the Customer may use reasonable number of adhesive thereon provided such labels capable of being removed without undue expense or complications, nor will the customer sell or offer for hire, assign, mortgage, pledge, underlet or otherwise deal with the Equipment or any part or parts thereof or assign any of its right or obligations hereunder except in accordance with these conditions.
10. The minimum period for the hire of the Equipment shall be one week and any part of a week shall count as a whole week. The precise hire period and the customer's liability for payment of hire charges shall commence from the date on which the Equipment is actually collected by or delivered to the customer and shall continue until the date of their return to or collection by the Company. The Company may increase its rates from time to time
11. The Company reserves the right to charge a deposit not exceeding the current replacement value of the Equipment hired. The deposit will be refundable at the end of the hire period upon payment of the hire charges provided that the Company may set off against the refund of the deposit any hire charges due and/or any sums to cover replacement value due from the Customer the terms of clauses 11, 16 and 17.
12. The Customer shall be responsible for ensuring that all the Equipment is returned to the Company in a clean, dry and good condition. If any Equipment is returned damaged or seriously soiled, the Company may at its option either repair and restoration or deem the Equipment a total loss and claim the current replacement value for it. The Customer shall not itself undertake any repair or have them done.
13. At the expiry of the hire period it is the responsibility of the Customer (unless otherwise agreed) to return the Equipment to the Company's depot between the hours of 9am and 5pm on any weekday and to obtain the company's signed receipt therefore. If the Company agrees in writing to collect the Equipment from the Customer's premises, then any Equipment which is not available for collection at the agreed time must be returned by the Customer above and will be charged for until so returned. The cost of all deliveries and collection by the Company must be paid for by the Customer on demand, even if such deliveries or collections are abortive due to acts or omissions of the Customer. In all cases Equipment will only be treated as having been returned when the Company has issued a signed receipt to the Customer.
14. Subject to the prior written consent of the Company, the Customer may introduce a subsequent User on the following terms:-  
The Customer shall be responsible for the payment of all hire charges and other payments due in relation to the Equipment whether or not in the possession or control of a subsequent User and for safe and prompt return of the Equipment and shall otherwise be responsible for any breach of the terms and conditions and by a subsequent User and shall indemnify the Company against any such breach
15. The Customer shall supply to the Subsequent User a copy these conditions of Hire and the Subsequent User shall acknowledge and agree to the same and shall acknowledge the company's title to and ownership of the Equipment.
16. The Customer shall immediately upon request advise the Company in writing of the details of the Subsequent User (including the address of the location of the Equipment) and the relevant Equipment.
17. The Company's practice is to present a receipt on delivery and collection of the Equipment. The Customer shall have an authorised employee available to sign the same and any receipt for the Equipment signed by the Customer shall be conclusively presumed to be accurate unless challenged in writing within 24 hours after it was signed.
18. The Company's invoice are net and shall be due within 30 days of the invoice of the date of invoice unless otherwise stated on the invoice. Thereafter interest shall accrue to the Company at a rate of 2% per calendar months (or proportionately for any lesser period). No claim by the Customer shall entitle the Customer to withhold or delay payment of Sums due.
19. If the Equipment is damaged whilst on hire, the Customer must immediately notify the Company who will at its option either carry out the necessary repairs or replace the Equipment. If such damage was not the result of fair wear and tear, the cost of such repairs or current replacement value will be paid by the Customer in accordance with clause 17 together with any additional delivery/collection charges.
20. In the event of the Equipment being lost or damaged beyond reasonable repair, whilst in the possession or control of the Customer or not being returned within seven (7) days of any return date agreed with or stipulated by the Company (or any extension thereof agreed in writing by the Company) the Company shall be entitled at any time to invoice the Customer for and the Customer shall be liable to pay the current value of any such Equipment in accordance with the Company's current price list, together with any additional costs incurred by the Company in ascertaining the whereabouts of the Customer or any of the Equipment or taking possession of the same. Payment of such price shall not affect any right of the Company or liabilities of the Customer subsisting at the date of invoice. Legal titles to the Equipment remains at all time with the Company and the Equipment must be returned to the Company by the Customer if available even if the replacement cost have been paid.
21. Where Equipment invoiced and paid for as lost is subsequently returned to the Company, the Company reserves the right to charge rental for the intervening period between the date of invoice (as lost) and the date of subsequent return where such amount would be less then the current replacement value and credit the Customer with the balance
22. Value Added Tax will be added to all charges where applicable at the prevailing rate.
23. The Company reserves the right to sub-contract any of it obligation to a third party and to assign or otherwise deal in any way whatsoever with Company's interest in the Equipment and in the hire and its right and obligations under this contract
24. The hiring of the Equipment by the Company to the Customer may be terminated by the Company without notice (and with effect of all of the Equipment hired By the Company to the Customer and including any Subsequent User) in the event that:-
  - (a) the Customer fails to pay any charges hereunder within 7 days of the same having become due (whether demanded or not);the Customer is in breach of any of these terms and conditions;  
and the hiring of the Equipment shall automatically terminate without the necessity to give any notice in the event that:-
  - (c) the Customer becomes bankrupt or goes into liquidation, or has a receiver appointed in respect of the whole or any part of its assets or any part of its assets or make any arrangement or composition with its creditors; or
  - (d) the Customer abandons all or any of the Equipment.
25. Upon termination of the hiring of the Equipment, the Customer shall return to the Company all Equipment in its possession or under its control or in the possession or under the control of any Subsequent User and shall pay to the Company forthwith all expenses cost and charges whatsoever due to the or incurred by the Company including any sums incurred by the Company in recovering its property or exercising any of its rights hereunder
26. No forbearance or indulgence shown or granted by the Company to the Customer (whether the Customer comprises one or more parties or Subsequent User) in any regard whatsoever shall constitute a waiver by the Company of any of the conditions to be performed by the Customer or any other person or in any way affect diminish restrict or prejudice the rights and powers of the Company.
27. Where the Customer comprises two or more parties, their liabilities hereunder shall be joint or several.
28. Any notice required to be given under the Conditions shall be sufficiently given if served on the party personally or sent by first class registered post to the last Know address of the party and in the case of notice given by post shall be deemed to have been received on the second working day after the day of posting.
29. This Agreement shall be governed by and construed with English Law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

Date.....

Name Printed Clearly.....

Customer Signature.....