

## 1. DEFINITIONS:

In these Terms: **"Charges"** the Supplier's charges for the Hire Goods or price for the Sale Goods and/or Services as set out in the Order; **"Consumer"** an individual acting for purposes outside his/her trade, business, craft or profession; **"Contract"** a contract between the Supplier and Customer consisting of these Terms and the Order; **"Customer"** the person, firm or company hiring Hire Goods or purchasing Sale Goods and/or Services; **"Deposit"** any advance payment in relation to the Hire Goods, as detailed in the Order; **"Force Majeure"** any event outside a party's reasonable control including but not limited to acts of God, fire or industrial disputes; **"Goods"** the Hire Goods or the Sale Goods as the case may be; **"Hire Goods"** any goods which are hired to the Customer, as set out in the Order; **"Hire Period"** the period set out in the Order and ending when the Hire Goods are off hired in accordance with clause 5. The minimum hire period is 28 days unless otherwise agreed in writing; **"Minimum Term"** applies to MMFLEXI Goods and is the period of 12 months from delivery in accordance with clause 4; **"MMFLEXI Goods"** means bespoke flexible accommodation; **"Order"** the order form which forms part of the Contract; **"Sale Goods"** any goods which are sold to the Customer as set out in the Order; **"Supplier"** Algeco Storage Ltd and includes their successors, agents, employees, contractors or personal representatives; **"Services"** the services to be performed by the Supplier for the Customer, as set out in the Order; **"Website"** the Supplier's website [www.mobilemini.co.uk](http://www.mobilemini.co.uk); **"Working Day"** Monday to Friday 9am-5pm excluding bank holidays in the UK.

## 2. APPLICATION

- a. These Terms apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions.
- b. No terms or conditions contained in or referred to in any document provided by the Customer shall form part of the Contract.
- c. No variations to these Terms or Order shall be effective, unless confirmed in writing by the Supplier.
- d. **Where the Customer is dealing as a Consumer, nothing in these Terms shall exclude or limit any statutory rights of the Customer.**
- e. Any photographs, drawings, descriptions or specifications shown on the Supplier's website or in its marketing literature are for illustration and example purposes only.
- f. Goods are hired or sold subject to availability at the time required by the Customer.

## 3. SPECIFICATION

- a. Goods will conform to the Customer's specification, as set out in the Order (if applicable). It is the Customer's responsibility to inform the Supplier in writing of any exact specification requirements.
- b. The Supplier cannot confirm the Goods are fit for any particular purpose.
- c. It is the Customer's responsibility to ensure that the Goods supplied to its specification are safe and comply with all applicable laws and regulations, including but not limited to planning permission, building regulations and fire regulations.

## 4. DELIVERY, COLLECTION AND ACCESS TO SITE

- a. The Supplier shall be responsible for the delivery to and unloading at the Customer's site, and where applicable, the reloading and collection of the Goods from the Customer's site, as set out in the Order.

- b. Time for delivery or collection shall not be of the essence. The Supplier shall not be liable for loss, damage, or expenses whatsoever incurred in the event of late delivery or collection.
- c. It is the responsibility of the Customer to inspect the Goods on delivery, the Customer will be deemed to have accepted the Goods within 24 hours of delivery, unless the Supplier is notified otherwise in writing by the Customer.
- d. The Customer is responsible for ensuring and/or procuring (i) sufficient access to and from the site (the Customer is to provide an irrevocable right and licence to the Supplier to enter the Customer's site, or any third party site, at any time to repossess the Goods); (ii) sufficient loading and unloading space; (iii) facilities, equipment and access; (iv) the site is cleared and prepared for the delivery/collection of the Goods; and (v) and where applicable, that the site has a suitable base for the Goods to rest on.
- e. If delivery/collection is delayed, postponed and/or is cancelled due to the fault of the Customer, the Customer will be liable to pay the Supplier's then applicable additional standard charges.

## 5. OFF HIRE PROCEDURE FOR HIRE GOODS

- a. The Customer must notify the Supplier of its intention to off hire the Hire Goods in accordance with this clause 5. The Hire Goods will remain on hire and chargeable to the Customer until this off hire procedure has been completed.
- b. In order to off hire, the Customer shall contact the Supplier by telephone or email on a Working Day to confirm the Customer off hire requirements. Contact details available on Website.
- c. The Supplier will organise collection of the Hire Goods as soon as is practical, and Charges will cease within 5 days of a requested off hire date from the Customer in accordance with clause 5.b.
- d. If the Hire Goods are MMFLEXI Goods, the Supplier reserves the right to charge the Customer all payments and charges due by the Customer for the remainder of the Minimum Period as set out in clause 13.b.
- e. The Customer shall ensure that (i) the Hire Goods are returned in accordance with clause 8.b and (ii) that the Supplier is able to collect the Hire Goods as per clause 4.d. If the Supplier is unable to collect the Hire Goods due to not being able to access the Hire Goods and/or site, then the Customer shall either purchase the Hire Goods outright from the Supplier or, in the alternative at the Supplier's discretion, the Hire Goods will be placed back on hire accruing hire charges until such time as the Hire Goods are in the control/possession of the Supplier.

## 6. RISK, INSURANCE AND OWNERSHIP

- a. All risk in the Goods will pass to the Customer upon delivery of the Goods. All risk in the Hire Goods remains with the Customer throughout the Hire Period and until the Hire Goods are back in the Supplier's possession.
- b. The Customer must insure the Hire Goods against all risk and loss, and for at least the full replacement value. The Supplier must be noted on any insurance policies.
- c. Any proceeds of insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance.
- d. It is the Customer's sole responsibility to insure its own contents, which it places in the Hire Goods (if applicable).
- e. The Customer will not own the Hire Goods at any time. The Customer has no right, title or interest in the Hire Goods except that they are hired to the

Customer. The Customer must not sell, sub-hire, charge, mortgage, pledge or dispose of the Hire Goods unless otherwise agreed in writing by the Supplier.

- f. Ownership of any Sale Goods remains with the Supplier until all monies payable to the Supplier by the Customer for the Sale Goods have been paid in full and cleared funds.

## 7. PAYMENT

- a. All Charges are quoted in pound sterling and payment should be made in pound sterling, unless otherwise agreed.
- b. Time is of the essence with respect to all payments due by the Customer under the Contract.
- c. If a Deposit is required, it must be paid by the Customer before the Customer receives the Goods.
- d. Hire Goods - the Customer will be responsible for paying the Charges for the Hire Period (invoiced in advance), within 30 days from the date of the Supplier's invoice or as indicated by the Supplier. No deduction or reduction will be given by the Supplier, where the Customer does not use the Hire Goods during the Hire Period, except as set out in clause 9.a
- e. Sale Goods and/or Services - the Supplier will pay the Charges, in full and in cleared funds, prior to the date of the Supplier's invoice unless agreed in writing by the Supplier.
- f. The Supplier's Charges are, unless otherwise stated, inclusive of transport and packaging costs, but exclusive of any applicable VAT, which will be charged to the Customer in line with current UK legislation.
- g. The Supplier reserves the right to increase the Charges for Hire Goods at any time by providing 7 days' written notice to the Customer.
- h. Notwithstanding clause 7(g), the Supplier reserves the right to charge a surcharge, with immediate effect by written notice to the Customer, such surcharge on the Charges is reasonable to adequately compensate the Supplier for any direct increase(s) in cost to the Supplier in supplying, delivering and/or collecting (where applicable) the Hire Goods and or Sale Goods and/or Services which is due to any factor beyond the reasonable control of the Supplier (including, but not limited to fuel costs and wage inflation) (the **Surcharge**).
- i. In the event a Surcharge is issued, then the Customer will be responsible for paying the Surcharge within 30 days from the date of the Supplier's invoice or as otherwise agreed by the Supplier.
- j. The Customer shall pay all Charges due under the Contract without any set-off, deduction or counterclaim.
- k. If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer: (i) interest (both before or after judgment) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher and applicable; and (ii) any costs incurred by the Supplier in the recovery of the outstanding payments and Goods, including but not limited to legal costs, disbursements and any third party enforcement fees.
- l. Any disputes regarding the Charges invoiced must be notified to the Supplier within 14 days of the invoice date.

## 8. CUSTOMER'S OBLIGATIONS

- a. The Customer shall (i) not deface, remove or interfere with any marks or nameplates on the Hire Goods, (ii) take care of the Hire Goods and only use them for their proper purpose, in a safe

and correct manner in accordance with any operating and/or safety instructions; (iii) notify the Supplier immediately regarding any breakdown, loss and/or damage to the Hire Goods; (iv) ensure adequate measures to protect the Hire Goods from theft, damage and/or other risks; (v) keep the Supplier notified of any Customer change of address and location of the Hire Goods; (vi) on reasonable notice, permit the Supplier to inspect the Hire Goods, including procuring access to any property where the Hire Goods are situated; (vii) keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the site they were delivered to, without the prior written consent of the Supplier; (viii) be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them; (ix) not invalidate any insurance policy relating to the Hire Goods; (x) not continue to use or attempt to repair Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; (xi) be responsible for ensuring where the Hire Goods require fuel, oil and/or electricity that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person; and (xii) ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.

b. The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

c. The Customer shall be responsible for all expenses, loss and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

#### 9. SUPPLIER'S OBLIGATIONS

a. Should the Hire Goods breakdown due to the development of an inherent fault and/or fair wear and tear and the Customer informs the Supplier as soon as practicable of the breakdown, the Supplier at its sole discretion will repair or replace the Hire Goods free of charge. Where this is impossible or uneconomical, the Supplier shall deduct/reduce the Charges paid by the Customer in accordance with clause 6.d, to reflect the period where the Hire Goods were unusable.

b. The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

#### 10. LOSS OR DAMAGE TO THE HIRE GOODS

a. If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to their original state.

b. In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will pay to the Supplier the new replacement cost for any Hire Goods; and/or reimburse the Supplier for any loss or costs suffered or incurred by the Supplier, less the amount paid to the Supplier under any policy of insurance and/or Deposit in respect of the Hire Goods.

c. The Customer shall remain liable to pay the Charges for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

#### 11. STATUTORY CANCELLATION RIGHT FOR CONSUMERS ONLY

**a. Subject to clauses 11.d and 11.e, the Customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, have the right to cancel the Contract without incurring any charge or liability within 14 days of the day following the date on which the Goods come into the physical possession of the Customer.**

**a. Where a Customer exercises its right to cancel under clause 10.a and has made payments in advance for Goods and/or Services that have not been provided to it, then the Supplier will refund these amounts to the Customer: (i) within 14 days of receipt of the Goods which have been returned by the Customer; or (ii) (if earlier) within 14 days after the day the Customer provides evidence that they have returned the Goods; or (iii) if no Goods have been provided by the Supplier, 14 days after the day on which the Supplier is informed of the Customer's decision to cancel the Contract.**

**b. Where the Customer requests in writing that the Supplier begins provision of the Services within the cancellation period set out in clause 10.a, then the Customer's right to cancel the Contract without incurring any charge or liability will expire once the Supplier has completed the provision of the Services. If the Customer cancels the Contract once the Supplier has begun to provide the Services it shall be liable for all costs reasonably incurred by the Supplier in providing the Services up to the point the Supplier is informed of the Customer's decision to cancel the Contract.**

**c. Where the Goods are bespoke or customised to the Customer's particular specification (which, for the avoidance of doubt, includes MMFLEXI Goods), the Customer will not have a right to cancel the Contract without incurring any charge or liability to the Supplier.**

**d. Where a Customer cancels the Contract under this clause 10, it shall return any Goods which the Supplier has provided to it at its own cost, unless otherwise expressly agreed in writing.**

#### 12. TERMINATION

The Supplier may terminate the Contract with the Customer immediately, on providing written notice to the Customer, if the Customer: (i) fails to make any payment to the Supplier under the Contract or any other contract with the Supplier when due; (ii) commits a fundamental breach of the terms of this contract ; or (iii) where the breach is capable of remedy, fails to remedy within 7 days of receipt of a written notice of the breach and requiring it to be remedied (iv) does or allows to be done any act or thing which in the reasonable opinion of the Supplier may jeopardise the Supplier's rights in the Goods or any part thereof; (v) being an individual or partnership, has a bankruptcy

petition presented against him or her or compound with or come to an arrangement with his or her creditors, enter into an individual voluntary arrangement or suffer any similar action in any jurisdiction; (vi) being a company, enters into any voluntary or compulsory liquidation, have an administrator or administrative receiver appointed over all or any of your assets, or compound with or come to any arrangement with your creditors or enter into a company voluntary arrangement, any attachment order is made against you, any distress, execution or other legal process is levied on any of your property or you suffer any similar action in any jurisdiction; or (vii) the Supplier has reasonable grounds to believe that any of the events listed in above are likely to occur and the Supplier notifies the Customer accordingly.

#### 13. EFFECT OF TERMINATION

a. The Customer is to: (i) cease using and/or operating the Goods; (ii) on written notice from the Supplier, remove any contents stored in the Goods (where applicable). Where the Customer fails to remove any contents within 28 days after receiving written notice, the Supplier may remove and sell any contents, and if the Customer does not claim the proceeds within 6 weeks of the Supplier sending the Customer notice, the Supplier can keep the proceeds to set off against any outstanding Charges due, or expenses incurred in effecting termination; (iii) where the Goods are held on the Supplier's site, the Supplier can revoke the Customer's access rights and/or secure the Goods so that the Customer cannot access the Goods ( via "double locking") until all outstanding Charges and other expenses incurred in effecting termination are paid in full and cleared funds; (iv) where the Goods are held elsewhere, surrender the Goods to the Supplier, in good condition (fair wear and tear excluded). The Customer is responsible for dismantling the Goods (if applicable) and is to ensure that the Goods can be collected and re-loaded by the Supplier in accordance with clause 4.

b. The Supplier may: (i) withhold performance of any Services and cease any Services in progress under the Contract; (ii) enter, without prior notice, the Customer's site (or sites of third parties with their consent) to repossess the Equipment; (iii) demand payment of all Charges (including all Charges for the full Hire Period and/or all Charges for the remainder of the Minimum Term in respect of MMFLEXI Goods) and any other amounts outstanding under this Contract, whether or not due, which shall immediately become due and payable; (iv) use any Deposit to set off what is owed in accordance with 12 b. (iii).

#### 14. LIMITATION OF LIABILITY

a. The Supplier's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed either (i) the amount of Charges for the Hire Period or Minimum Term, Sale Goods or Services; or (ii) £1,000 whichever is higher.

b. The Supplier shall under no circumstances be liable to the Customer for any indirect, consequential or special loss or damage.

#### 15. INDEMNITY

The Customer agrees to indemnify the Supplier and keep the Supplier indemnified in full against any liability suffered by the Supplier howsoever arising from the Customer's hire, use or storage of the Goods and/or Services.

#### 16. FORCE MAJEURE

- a. Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from a Force Majeure event.
- b. If either party is prevented or delayed in the performance of its obligations under the Contract, that party must notify the other party in writing and use all reasonable endeavours to recommence its performance of the Contract.
- c. If the Force Majeure event continues for a period of more than 3 months, either party may terminate the Contract by written notice to the other.

#### 17. GENERAL

- a. The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or sub-contractors as though they were the Customer's own acts and/or omissions under this Contract.
- b. The Customer is responsible for compliance with all relevant legislation and regulations. The Customer shall obtain all permissions, consents and licenses required for the installation and use of the Goods or provision of the Services from any third party or under any statute, regulations or bylaw and in due time comply with any conditions imposed in respect thereof.
- c. The waiver of rights arising under these Terms or shall not prevent the subsequent enforcement of that condition or the exercise of any right.
- d. Any provision of these conditions held to invalid, illegal or unenforceable, shall be deemed to be modified to the minimum extent necessary to prevent such invalidity, illegality or unenforceability. If this is not possible, the relevant provision shall be omitted entirely.
- e. All third party rights are excluded and no third parties shall have any rights to enforce the Contract.
- f. The provisions of these conditions shall remain in full force and effect notwithstanding that the parties' obligations under the Contract may have been performed or discharged.
- g. Supplier reserves the right to vary the Contract, by giving 7 days written notice to the Customer.
- h. The Supplier can change these conditions at any time. The Supplier will publish any changes on the Website at least 14 Working Days before any change takes place.
- i. Customer cannot assign the Contract or any of its rights without prior written consent from the Supplier.
- j. This Contract is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any matter or dispute arising out of or in connection with it.

