



Unit 7 and 8
Waterham Business Park
High Street Road
Waterham
Kent
ME13 9EJ

T 01227 752 101
F 01227 753 191
E sales@rsfrench.com
W rsfrench.com

TERMS AND CONDITIONS OF HIRE

1. RSF works solely on the basis of the terms and conditions of hire. These terms and conditions are considered to be accepted by virtue of the placing of an order or of acceptance of the container(s) ordered.
2. Any variation of the terms shall be made in writing and signed by an authorised signatory of the hirer and by RSF.
3. The hire period commences on the day when the container(s) has been delivered and will continue until otherwise notified by the hirer.
4. RSF cannot be held responsible for any damage caused whilst the container(s) is being placed in or out of position.
5. The container(s) must not be moved on site without reference to RSF.
6. RSF may without prejudice to any rights he may have in respect of any prior breach of this agreement forthwith terminate this agreement in writing and repossess the container(s) in any of the following events, at the expense of the hirer:-
 - a. If the default is made by the hirer in paying any instalment of hire for twenty-eight days after it has become overdue.
 - b. If the hirer commits any breach of any other obligation on his part contained in this agreement.
 - c. If a receiving order in bankruptcy is made against the hirer or if he calls a meeting of his creditors, compounds with his creditors being a corporation, enters into compulsory or voluntary liquidation against the hirer.
7. The hirer acknowledges that the container(s) has been inspected on their behalf (whether or not an actual inspection has taken place) and that it is in good condition and repair as at the date hereof and any such specific claims in respect thereof shall not be considered by the hirer unless details of any defects are specified formally in writing to the hirer upon delivery or at least 48 hours thereof if it is not reasonable to do so at an earlier date.
8. Whilst RSF will endeavour to meet dates for delivery of container(s) no dates or periods can be guaranteed and RSF shall not be liable for any damage or loss howsoever arising or resulting from delays howsoever caused.
9. RSF is not obliged to take the container(s) off-hire before expiration of the agreed hire period. RSF requires at least four days notice in writing prior to the container(s) being off-hired.
10. Haulage negotiable with RSF and hirer.
11. RSF invoices in respect of hire charges and all appropriate charges resulting from this agreement have to be paid within thirty days of date of invoice, and without any deductions. The hirer will be charged for four weeks hire at a time. Full weeks will always be charged.
12. The hirer shall not sub-let, loan or mortgage, charge, pledge or otherwise deal with the container(s) and shall not part with possession thereof except in the ordinary course of using them for the purpose for which they are hired to the hirer. The hirer shall protect the container(s) against distress execution, seizure or other legal process and hereby indemnifies RSF against all losses, costs, claims charges and expenses that may be incurred by RSF in the recovery of the container(s).
13. The hirer shall not use the container(s) for storage of any unprotected corrosive substance, high density, poorly secured materials or bulk commodities which may corrode oxidise, severely dent, contaminate, puncture, stain or damage the container(s) or make any other use of the container(s) subjecting them to damage or otherwise.
14. The container(s) must be empty and clean at the end of the hirer period otherwise a cleaning fee will be added to the last payment.
15. The hirer shall be liable to RSF and shall indemnify RSF in full respect of all damages to or loss of container(s) whatsoever and howsoever arising and whether or not occasioned by the negligence of the hirer, his servants or agents and in addition against all liability which may be incurred by RSF through any breach of this agreement or agents and in addition against all liability which may be incurred by RSF through any breach of this agreement or use or misuse of the container(s) or any other act or omission of the hirer his servants or agents. The hirer shall be liable to RSF for the cost of all repairs. The hirer hereby undertakes to indemnify and reimburse all such costs upon the first written demand by RSF.
16. In the event of loss, theft or destruction of any container or the damage thereto which RSF in its sole discretion shall determine is not repairable, the hirer shall be liable to RSF for the full replacement value of like container(s). The Per diem hire shall continue unabated until the full replacement value is received by RSF. Payments by the hirer will not be applied to offset the cost of replacing the container(s), unless this is stipulated specifically by the hirer.
17. RSF cannot be held responsible for any damage or loss to any contents stored in the container(s) whilst on hire.
18. All container(s) are supplied with a padlock and two keys. A deposit will be charged on the first invoice and reimbursed once the padlock and keys are returned. Extra charge will be made for additional keys. A spare key will be held by RSF.
19. The hirer shall at all times and at its own expense insure and keep insured the container(s) which are subject to this agreement for an amount equal to the replacement value of each container including all taxes and other payments which may be incidental to any replacement against all usual risks such as all risks of physical loss and/or damage including labour, theft, total destruction and the hirer shall enter into a contract of insurance with respect to his duties as an operator employing the hired containers and shall on demand produce such policies to RSF with a current premium receipt.

This agreement shall be construed and interpreted in accordance with the Laws of England