



## Terms & Conditions of Hire cabins

GENERAL TERMS AND CONDITIONS OF HIRE For these conditions

1. The equipment and/or Unit hired is herein called the Unit.
2. The person, firm or corporation hiring the Unit is herein called the Hirer. Unless otherwise agreed in writing, the Unit is hired on the following conditions:

**Commencement of Hire:** Hire will commence on either the agreed upon date or the date of despatch of Units from Spacebuilder Limited's storage depot.

This agreement may not be transferred or assigned without the consent of Spacebuilder Limited.

**Period of Hire** This shall be the minimum period stated on attached Agreement, After the minimum hire period has elapsed, the hire shall continue a week by week basis until Spacebuilder Limited receives written notification of the termination of the hire. Spacebuilder Limited reserves the right to review the hire rate once the agreed upon hire period has expired.

### Termination

1. The Hirer shall give Spacebuilder Limited seven (7) days' notice in writing (herein after called Notice of Termination) of intention to terminate hire and shall ensure that the Unit is available for recovery by Spacebuilder Limited on the due date.
2. Failure in the Notice of Termination to nominate a date not less than seven (7) days from the date of such notice or the non-availability of the Unit for recovery shall render the Hirer liable to additional hire from the date nominated as the date of termination for the period necessary to make up seven (7) days' notice.
3. The Notice of Termination may be served at the business of Spacebuilder Limited or posted by registered pre-paid post Spacebuilder Limited, 132-143 Advantage units, Great Ancoats Street, Manchester, M4 6DE
4. Notwithstanding the above conditions, the Hirer may terminate hire by telephone to Spacebuilder Limited but such method of termination will only be effective in the event of subsequent written confirmation.
5. Provided the agreed upon minimum period of hire has expired and the hire is terminated prior to the expiration of any calendar month accounting period the rent shall be apportioned.
6. Upon non-payment of rent for seven (7) days for non-performance of any of the conditions of hire or upon the Hirer making assignment for the benefit of creditors taking the benefit of any act for relief of Bankrupts or Insolvents, Spacebuilder Limited shall have the right to terminate the hire of the Unit forthwith.
7. Upon termination of hire it shall thereupon be lawful for Spacebuilder Limited and its authorised representatives to retake possession of the Unit for the purpose to enter into or upon any premises where the same may be and in this respect the Hirer shall indemnify Spacebuilder Limited against any claim or demand made by any third party arising as a consequence of such entry.
8. The determination of the Hiring shall not affect the right of Spacebuilder Limited to recover from the Hirer any monies due to Spacebuilder Limited at the date of such termination or to recover damages in respect of any breach of these conditions.
9. If the Unit is relocated at any time after original delivery, the Hirer shall be responsible for additional charges incurred in recovery of the Unit.
10. 7 (seven) days' notice relates to the off hire off cabin stock also known as units and not modular buildings: All modular buildings require written notice period of a minimum 90 days (Ninety) unless agreed mutually by both parties

**Delivery and Recovery** The Hirer shall be responsible for all costs including loading and transport to site, offloading, installation, reloading and return to Spacebuilder Limited storage depot.

### Insurance/Damage Waiver

It is the responsibility of the Hirer to insure the Units against loss, theft or damage of any kind for the duration of the hire period, if damage waiver not accepted.

1. If the hirer pays damage waiver, it will not be liable for any loss or damage to hired goods (excluding ancillaries) in excess of £300 per item, or 10 percent of current replacement value of damaged goods.(whichever higher) for each occurrence. In this case the hirer shall be required to pay the full amount of damage or loss to Spacebuilder Limited

2. The hirer is responsible for any loss or damage caused by misuse or neglect of the hirer, theft, unexplained loss without evidence of theft, misuse, graffiti, abuse of improper use of the goods including air conditioners, service maintenance. Loss or damage to all accessories, glass breakage, water action, electric motor failure. Loss or damage incurred in transport of installation or removal of the building where this has been organized by the hirer.

3. Any theft of the hired goods must be reported to the police and Spacebuilder Limited, on claiming the insurance all payment received for hired good will be directed to Spacebuilder Limited

### **Condition of Unit and Damage Responsibility**

1. The Hirer shall use the Unit in a proper manner and shall at his own expense keep the same in good and substantial repair and condition including routine maintenance, reasonable wear and tear excepted.

2. The Hirer shall be liable for all damage or loss of the Unit from commencement of Hire until recovery of the Unit by Spacebuilder Limited other (reasonable wear tear excepted) such damage shall be assessed Spacebuilder Limited and shall be payable by the Hirer immediately upon such assessment.

3. In the event of any damage occurring to the Unit or any accident occurring in which the Unit is involved the Hirer shall immediately notify Spacebuilder Limited by telephone and in writing giving full details in respect thereof and furnish such further information in relation thereto as Spacebuilder Limited may require and will obey such instruction in respect of the Unit as Spacebuilder Limited may communicate to him.

Cleaning Units are hired out in clean condition and should be returned in a similar condition. The reasonable cost of cleaning incurred by Spacebuilder Limited on recovery to be paid by the Hirer. **Hirer not to sell, mortgage or remove Unit**

1. During the hiring the Hirer will not sell or offer for sale, assign, mortgage or pledge the Unit and will keep the same in his own possession and will not remove the same or any part or parts thereof from the site to which it was delivered by Spacebuilder Limited or to which it was moved with the consent of Spacebuilder Limited and will not allow any lien to be created upon the Unit whether for repairs or otherwise and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect of the premises upon which the Unit shall be situated and will protect the Unit against distress or seizure and indemnify Spacebuilder Limited against losses, costs, charges, damages and expenses incurred by him by reason or in respect thereof.

2. Should the Hirer move the Unit from one site to another he must first obtain the consent of Spacebuilder Limited to such relocation. The Hirer shall be responsible for any damage caused to the Unit in relocating.

3. Subject to obtaining consent as aforesaid the Hirer shall, unless the Unit is fitted with to lifting facilities, only lift the Unit with a suitable spreader bar and nylon slings. Failure to do so will incur the Hirer in the liability for any damage or injury sustained to the removal of the unit.

**Exclusion Clause Indemnity** The Hirer shall indemnify and keep indemnified and save harmless the Owner's servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising directly and indirectly from the use, maintenance, transport, operation of the goods or otherwise and whether resulting from the negligence of the Owner, its servants, or agents or otherwise.

**Exclusion of Liability** The Owner shall not be liable to the Hirer or the Hirer's servants or agents for any damages suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representatives, warranties, terms and conditions express or implied (except in so far as statutory conditions and warranties cannot be excluded under Part V Division 2A of the Trade Practices Act (1974) or relevant State legislation), use maintenance, transport, operation of the goods or otherwise and whether resulting from the negligence of the Owner, its servants or agents or otherwise.

**Other Charges** All Government Stamp Duty, Taxes and Levies applying at the commencement of the hire period or introduced during the hire period to be paid by the Hirer.

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