

Terms and Conditions of Equipment Hire

1.1 The following definitions and rules of interpretation apply in the Contract.
ContainerKing limited: means ContainerKing limited being the lessor under the Contract.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: the date that the Customer takes Delivery of the Equipment.

Conditions: the terms and conditions set out in this document.

Contract: the contract between ContainerKing and the Customer for the hire of the Equipment in accordance with these Conditions.

Customer: the customer named on the Order being the lessee under the Contract.

Delivery: the transfer of physical possession of the Equipment to the Customer.

Equipment: the item(s) of equipment listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Order: The Customer's order for the Equipment.

Owner: ContainerKing limited retain ownership of goods and agree to hire them out to Customer at agreed rental rate

Rental Payments: the sums specified in the Order which are payable under the Contract by or on behalf of the Customer for hire of the Equipment.

Rental Period: the period of hire as set out in clause 4.1.

Risk Period: the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer.

Site Location: the location specified in the Order.

Total Loss: the Equipment is, in ContainerKing limited's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

VAT: value added tax chargeable in the UK.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Contract.

1.7 A reference to writing or written includes e-mail but not fax.

1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to hire the Equipment in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

3. Equipment hire

3.1 ContainerKing limited shall hire the Equipment to the Customer for use at the Site Location subject to these Conditions.

3.2 ContainerKing shall not, other than in the exercise of its rights under these Conditions or applicable law, interfere with the Customer's quiet possession of the Equipment.

4. Rental Period

4.1 The Rental Period starts on the Commencement Date and shall continue until this Contract is terminated:

(a) by either party giving the other fourteen (14) days written notice of off-hire; or

(b) with immediate effect by ContainerKing limited pursuant to clause 10.

5. Rental Payments

5.1 The Customer shall pay the Rental Payments to ContainerKing on the date agreed. The Rental Payments shall be paid in pound sterling and shall be paid to the account nominated in writing by ContainerKing limited.

5.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

5.3 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.4 If the Customer fails to make a payment due to ContainerKing under the Contract by the due date, then, without limiting ContainerKing limited remedies under clause 10 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

5.5 Interest under this clause will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

5.6 We may adjust Hire Charges:

- a) on an annual basis to our then prevailing rates at our absolute discretion
- b) at any time on giving the Customer at least thirty (30) calendar days' written notice if our costs increase due to market factors beyond our reasonable control (including, without limitation, an increase in the market price for raw materials, or an increase in our supply chain costs).
- c) at any time to include any additional charge(s) for services, changes or variations that the Customer has instructed or required ContainerKing limited to provide, and which were not previously set out within the Hire Contract.

5.7 If unit(s)/item(s) supplied under this Contract by ContainerKing limited are retained beyond the Minimum Hire Period, the Agreement will continue to apply, save that you will be considered to be renting the Hired Equipment on a rolling four weekly basis and ContainerKing limited may be permitted at their absolute discretion to immediately adjust Hire Charges to our then prevailing rates for hires, and monthly thereafter.

5.8 ContainerKing limited may, at their discretion, agree in writing credit facilities for our Customer, subject to satisfactory credit checks undertaken from time to time. The Customer consents to us conducting relevant credit searches, whether company and/or personal, as we deem necessary, from time to time. We reserve the right to decline, withdraw or amend your credit terms at any time prior to or during the term

of the Agreement, including requesting advance, part or full payment of the Hire Term, or requiring a deposit.

5.9 Prior to the delivery of Hired unit(s)/item(s), we may require certain Costs to be paid in advance, including four weeks of Hire Charges along with any quoted delivery, installation site works or other specific charges as agreed.

6. Delivery and installation

6.1 Delivery of the Equipment shall be made by ContainerKing limited. ContainerKing limited shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 7 (Title, risk and insurance) of the Contract.

6.2 If the Customer collects the Equipment from ContainerKing limited, the date of collection is the date hire commences. All liability for the equipment falls with the Customer from the point of loading at ContainerKing limited.

6.3 If requested by the Customer in the Order, ContainerKing limited shall at the Customer's expense install the Equipment at the Site Location (known in the industry and from hereon in as "Siting"). The Customer shall procure that a duly authorised representative of the Customer shall be present at the Siting of the Equipment. Acceptance by such representative of Siting shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by ContainerKing limited, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

6.4 To facilitate Delivery and Siting, the Customer shall provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and Siting to be carried out safely and expeditiously.

6.5 If the Customer fails to take delivery of the Equipment on the Delivery Date, or fails to comply with its obligations under clause 6.4 so that Delivery cannot be made, then:

(a) delivery of the Equipment shall be deemed to have been completed at 9.00 am on the Delivery Date; and

(b) ContainerKing limited may charge the Customer all reasonable costs and expenses incurred by ContainerKing limited arising from the failed Delivery.

7. Title, risk and insurance

7.1 The Equipment shall at all times remain the property of ContainerKing limited, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Contract).

7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Risk Period until such time as the Equipment is redelivered to ContainerKing limited. During the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

(a) insurance of the Equipment against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as ContainerKing limited may from time to time nominate in writing;

(b) insurance for such amounts as a prudent owner of the Equipment would insure for, or such amount as ContainerKing limited may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

(c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as ContainerKing limited may from time to time consider reasonably necessary and advise to the Customer.

7.3 All insurance policies procured by the Customer shall be endorsed to provide ContainerKing limited with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon ContainerKing limited ' request name ContainerKing limited on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

7.4 The Customer shall give immediate written notice to ContainerKing limited in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

7.5 If the Customer fails to effect or maintain any of the insurances required under the Contract, ContainerKing limited shall be entitled to terminate this agreement with immediate effect.

7.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to ContainerKing limited and proof of premium payment to ContainerKing limited to confirm the insurance arrangements.

8. Customer's responsibilities

8.1 The Customer shall during the term of the Contract:

(a) ensure that the Equipment is kept and used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions/guidelines supplied;

(b) keep the Equipment at all times at the exact place it was installed at the Site Location and shall not move or attempt to move any part of the Equipment to any other location without ContainerKing limited ' prior written consent;

(c) take such steps (including compliance with all safety and usage instructions provided by ContainerKing limited) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;(d) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including ensuring the Equipment and its contents comply with all legal requirements and health and safety regulations of England and Wales, replacing of worn, damaged and lost parts, and make good any damage to the Equipment;

(e) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of ContainerKing limited ;

(f) keep ContainerKing limited fully informed of all material matters relating to the Equipment;

(g) permit ContainerKing limited or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site Location or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

(h) not, without the prior written consent of ContainerKing limited , part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(i) not without the prior written consent of ContainerKing limited, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify ContainerKing limited against all losses, costs or expenses incurred as a result of such affixation or removal;

(j) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of ContainerKing limited in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that ContainerKing limited may enter such land or building and recover the Equipment both during the term of the Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of ContainerKing limited of any rights such person may have or acquire in the Equipment and a right for ContainerKing limited to enter onto such land or building to remove the Equipment;

(k) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify

ContainerKing limited and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify ContainerKing limited on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(l) not use the Equipment for any unlawful purpose;

(m) ensure that at all times the Equipment remains identifiable as being ContainerKing limited property and wherever possible shall ensure that a visible vinyl or magnetic sign to that effect is attached to the Equipment;

(n) deliver up the Equipment on termination of the Contract at such address as ContainerKing limited requires, or if necessary allow ContainerKing limited or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and

(o) not do or permit to be done anything which could invalidate the insurances referred to in clause 7 (Title, risk and insurance).

(p) be responsible for ensuring that the unit/item(s) supplied by ContainerKing limited are not used or stored in an environment that could result in their being affected by any type of corrosion or erosion. The Customer shall be solely responsible for all costs and expenses payable in order to repair the ContainerKing limited item(s) damaged as a result of the Customer using or storing them in a corrosive or erosive environment (regardless of any measures taken to prevent such corrosion or erosion).

(q) remain responsible during holiday periods, including bank or public holidays, for the unit(s)/item(s) supplied by ContainerKing limited. These will be deemed to be in use during any holiday period during the Hire term, and will be charged at normal rates in accordance with the terms of the Contract.

(r) make all invoice queries to Head Office within 21 (twenty-one) days of invoice date.

8.2 The Customer acknowledges that ContainerKing limited shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify ContainerKing limited on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of the Contract.

8.3 The Customer acknowledges that should any unit/item(s) be found or returned damaged, unclean or in otherwise unsatisfactory condition, the equipment will be held in such state for a period of 3 days from written notification from ContainerKing limited for the Customer to attend site and inspect. After the expiration of the three days, necessary repairs, servicing or cleaning will be carried out by or on behalf of

ContainerKing limited. The Customer agrees to pay to ContainerKing limited, on demand, all costs and expenses incurred by ContainerKing limited in rectifying the condition of unit(s)/item(s) returned in damaged, unclean or unsatisfactory condition. Hire charges will continue until such rectification is complete and the invoiced charges for the rectification have been paid. The Customer is responsible for all costs ContainerKing limited may incur in recovering any lost or stolen unit(s)/item(s).

8.4 The Customer is responsible for the cost of both the haulage cost of delivery and the return collection haulage. Should the unit not be able to be uplifted on the arranged collection date; abortive collection charges will apply. Should the Customer wish to arrange their own transport, this will subject to our prior approval.

9. Liability

9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including but not to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 Subject to clause 9.3, ContainerKing limited ' total liability to the Customer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed £5,000,000.

9.3 Nothing in the Contract agreement limits any liability which cannot legally be including but not to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973.

9.4 The Contract sets forth the full extent of ContainerKing limited ' obligations and liabilities in respect of the Equipment and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on ContainerKing limited. Any condition, warranty or other term concerning the Equipment which might be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

9.5 Subject to clause 9.3, the following types of loss are wholly excluded:

- (a) loss of profit;
- (b) loss of revenue
- (c) loss of business; or

(d) indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

10. Termination

10.1 Without affecting any other right or remedy available to it, ContainerKing limited may terminate the Contract with immediate effect by giving notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment;

(b) the Customer commits a material breach of any other term of the Contract;

(c) the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986, OR, (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, OR, (being a partnership) has any partner to whom any of the foregoing apply;

(e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer (being a company);

(h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;

(j) the Customer (being an individual) is the subject of a bankruptcy petition, application or order;

(k) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets;

(l) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(d) to clause 10.1(k) (inclusive);

(m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

10.2 The Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.

11. Consequences of termination

11.1 Upon termination of the Contract, however caused:

(a) ContainerKing limited ' consent to the Customer's possession of the Equipment shall terminate and ContainerKing limited may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site Location or any premises at which the Equipment is located; and

(b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to ContainerKing limited on demand:

(i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.4;

(ii) any costs and expenses incurred by ContainerKing limited in recovering the Equipment and/or in collecting any sums due under the Contract (including any insurance, repair, transport, legal and remarketing costs).

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. Assignment and other dealings

12.1 ContainerKing limited may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

12.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of ContainerKing limited.

13. Entire agreement

13.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

14. Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. Third party rights

15.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16. Notices

16.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified in writing to the other party.

16.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.2(c), business hours means 9.00am to 4.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Severance

18.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

18.2 If any provision or part-provision of the Contract is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Governing law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

20. Jurisdiction

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

21. Acceptance

Acceptance of delivery of any unit or item(s) supplied by ContainerKing limited implies unqualified deemed acceptance of these Conditions unless otherwise agreed in writing by ContainerKing limited.

22. Cancellation/Holding Fees

a) Should the Customer terminate the contract once the Hire period has commenced, the Customer shall be liable to ContainerKing limited for the balance of the Contract.

b) Should the Customer wish to terminate the Contract where the Hire period has not commenced, the Customer must provide notice in accordance with the following timescales*:

- 0-3 unit(s)/item(s): up to 48 hours prior to the commencement of the Hire period;
- 3-6 unit(s)/item(s): at least 72 hours prior to the commencement of the Hire period;
- 6+ unit(s)/item(s): at least 5 Business Days prior to the commencement of the Hire period;

*excluding any and all unit(s)/item(s) ContainerKing limited which have had bespoke alterations or painting. The Customer shall be liable for the full costs incurred by ContainerKing limited where such unit(s)/item(s) have been specifically produced or painted for the Customer and when the Order is cancelled prior to the commencement of the Hire period.

c) If the Customer fails to provide notice of Cancellation in accordance with 22.b), the Customer shall be liable to ContainerKing limited for the full value of the Contract in line with agreed minimum hire period.

d) The Customer may request that the commencement of the Hire period is delayed, which ContainerKing limited may accept or reject at its sole discretion. If ContainerKing limited accepts the request to delay such commencement, ContainerKing limited may charge the Customer a fee of 66% of the applicable Hire rate for the relevant period it holds ContainerKing limited unit(s)/item(s) until the new Hire commencement date. If ContainerKing limited rejects the Customer's request to delay the commencement of the Hire period, and the Customer subsequently cancels the order, ContainerKing limited shall be entitled to charge the Customer a Cancellation fee in accordance with agreed minimum hire period.

e) All requests for the suspension of Hire charges must be made seven days in advance to ContainerKing limited in writing. ContainerKing limited will confirm their agreement or otherwise in writing. No suspension allowance will be made unless confirmed in writing by ContainerKing limited.

23. Responsibilities of Person Signing

The person signing the Contract warrants and represents that they have the authority of the Customer to sign this Contract on the Customer's behalf. The said person hereby indemnifies, shall keep indemnified and hold ContainerKing limited harmless against all losses and costs that may be incurred by ContainerKing limited if this is not so. The said person and the Customer jointly and severally hereby undertake to ensure that no-one uses the ContainerKing limited unit(s)/item(s) who is not properly instructed in their proper protection and/or operation.

24. Headings

The Headings used in these Hire Conditions are for convenience only, and shall not affect the construction thereof.

25. Third Party Rights

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of these Hire Conditions.

26. Assignment

a) ContainerKing limited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of ContainerKing limited.