

## Terms & Conditions for Billie Box Ltd. – Updated 28-Mar-17

### General Conditions

1. These conditions will always prevail over any other conditions including a customer's standard conditions of supply.
2. All prices quoted are, unless otherwise specified, exclusive of UK rated Value added tax.
3. All invoices issued by Billie Box Ltd. are payable without discount of any kind in pounds sterling on or before the date stated on the invoice and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason whatsoever.
4. If the Customer fails to pay an invoice by the due date the Customer shall not be allowed any discount given in that invoice or in any other way agreed and shall pay interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after judgement) on a daily basis at a rate of 8% above base rate or other such rate from time to time specified by the Supreme Court Act 1981 and reimburse to Billie Box Ltd. all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
5. **All quotations and estimates exclude:**
  - a. Site preparation and foundation work.
  - b. Connection to main services including housings and meters.
  - c. Restitution of damage upon removal of equipment.
6. **All quotations and estimates are made on the basis that:-**
  - a. There will be a suitable, unrestricted hard access route for a 60 foot articulated vehicle and carriage both onto the site and onto a position adjacent to where any equipment is to be delivered and offloaded.
  - b. The site is level, free from any underground or overhead cables/obstructions and of sufficient ground bearing capacity to accept the full loading of the equipment to be supplied and their contents.
  - c. Delivery can take place and any other services performed, during the normal weekday working hours.
  - d. We have allowed 1 hour on site for delivery & offload, any additional time will be billed at £60.00 per hour plus VAT.
7. Any delivery time or date is an estimate only and the company will not be liable for any consequential loss arising as a result of late delivery. Any transport cancelled by the customer will be charged at the full cost unless five days written notice of cancellation is given.
8. If Billie Box Ltd are unable to deliver the equipment due to reasons outside of their control, including but not restricted to insufficient access or offloading space for the delivery vehicle, then the customer will be liable for the delivery and return to depot costs of the equipment.
9. If any container (s) is to be double stacked upon an existing container (s) the customer warrants that the lower container (s) is on foundations adequate for the weight of both containers and their contents and that the structure of the lower container (s) can adequately carry and transfer to the foundation the weight and strain of the upper unit.
10. The customer accepts full responsibility in laying down its specification for the equipment that if it will comply with all the relevant regulations, including, but not limited to planning permission, building regulations, health and safety regulations and fire regulations and will indemnify Billie Box Ltd. against any costs, claims, demands or expenses arising as a result of any breach of these regulations.
11. **Billie Box Ltd., registered office is Billie Box Ltd., 11 Beta Terrace, West Road, Ipswich, IP3 9FE. Company Registration no.: 08165812 Data Protection Registration no. Z3622704**
12. Billie Box Ltd. T&Cs shall in all respects be construed and interpreted in accordance with English law and any dispute arising out of them shall be subject to the exclusive jurisdiction of the Courts of England.
13. **Force Majeure** - Billie Box Ltd. shall be under no liability if Billie Box Ltd. shall be unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power of supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to us elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.
5. Title of the equipment shall remain with Billie Box Ltd. until Billie Box Ltd. receives payment in full of its invoice in accordance with clause 2 of the 'General conditions' hereof.
6. Billie Box Ltd. may at any time before title passes and without any liability to the Customer - repossess and dismantle and use or sell all or any of the Goods or Services and by doing so terminate the Customer's right to use, sell or otherwise deal in them and (for that purpose or determining what if any Goods or Services are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.
7. The equipment is agreed to be delivered to the Customer when Billie Box Ltd. makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent whoever pays its charges) at Billie Box Ltd.'s premises or other delivery point agreed by Billie Box Ltd., and risk in the equipment shall pass to the Customer at delivery if delivered to Customer's premises or upon collection if collected from Billie Box Ltd.'s premises.
8. Billie Box Ltd. shall not in any circumstances whatsoever be liable for any indirect or consequential loss such as (but not limited to) loss of profit, loss of market or the consequences of any delay, howsoever caused.
9. Billie Box Ltd. shall not in any circumstances whatsoever be liable for any accidents caused by the equipment and any consequential damage, howsoever caused.

#### Terms of Hire:

1. Billie Box Ltd. (Lessor) is letting the Hirer (Lessee) equipment with accessories as described on the invoice.
2. The hire period will commence from the date the equipment is delivered and cease on the date the equipment is collected to and from the Lessee's premises (inclusive).
3. Billie Box Ltd. requires 5 working days' notice in order to collect any unwanted equipment.
4. 26 weeks rental, delivery and collection charges will be payable before delivery and a completed standing order form will be required for the subsequent 4 weekly payments.
5. Rental rates will be noted on the separate 'Hire contract'.
6. Delivery and collection charges of the equipment will be the responsibility of the Lessee.
7. Equipment serial number (s) will be noted on the second and subsequent invoices.
8. All costs and delivery addresses can be found on the separate 'Hire Contract'.
9. Lessee will be liable for any associated costs for any accidents arising or planning permission required for the use of any equipment.
10. The Lessee will be responsible for insuring the hire equipment and contents during the hire period.
11. Lessee will be responsible for keeping the equipment in a clean, serviceable and safe condition during the hire period.
12. Lessee will be responsible for any repairs and cleaning and associated costs for the equipment, at the end of the lease. This is not applicable if Lessee pays for the Lessor's Repair Cover.
13. Lessor remains owners of the hire equipment.
14. All equipment has a replacement value. Please refer to the 'Hire contract' for specific values. The Lessee is responsible for these costs in the event the equipment is lost, stolen or damaged beyond economic repair during the hire period.
15. Hire charges will be reviewed after a 12 month lease.
16. If there are any unpaid invoices, the Lessor reserves the right to repossess all equipment and charge the Lessee for any storage, transportation, disposal of contents and any other associated costs.
17. The container must be positioned in a place that we can retrieve it at the end of the lease.
18. The Lessee must inform the Lessor if any equipment is to be repositioned to another site prior to repositioning.
19. The Lessor reserves the right to visit the Lessee's premises in order to inspect the equipment.
20. Please refer to 'General conditions' & 'Hire contract' for any other terms and conditions.
21. Any special conditions made by both Lessee and Lessor, will be noted on the 'Hire contract'.

#### Terms of Sale:

1. All equipment sold by Billie Box Ltd. or any subsidiary thereof are sold by Billie Box Ltd. and purchased by the customer on terms described herein to the exclusion of any terms or conditions stipulated or referred to by the Customer.
2. All equipment will be paid for prior to release and delivery.
3. No variation or amendment of these T&Cs or oral promise or commitment related to it shall be valid unless committed to in writing and signed by or on behalf of both parties.
4. The Customer understands and hereby acknowledges that all equipment is sold on a strict "as is" basis (unless specified by customer to be of a particular condition) and Billie Box Ltd. makes no warranties or representations whatsoever express or implied as regards the fitness of the equipment for any particular purpose or use in any particular country (unless specified by customer to be of a particular condition). Without limiting the generality of this clause, this shall include the materials, workmanship, merchantability, value, or compliance with any specification, design, description, quality, durability, operation or condition at delivery or at any other time, (ensuring condition meets customers' specification as agreed).