

Dated

2018

**LION CONTAINERS LIMITED**

and

**PARTY 2**

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**Equipment Hire Agreement**

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THIS AGREEMENT is dated [DATE]

## PARTIES

- (1) LION CONTAINERS LIMITED incorporated and registered in England and Wales with company number 07944912 whose registered office is at Polymer Court, Hope Street, Dudley, West Midlands, DY2 8RS (the "Owner"); and
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "Hirer").

Hirer Name and Contact Number –

Hirer Purchase Order Number –

Delivery Address –

(If different to Hirer) Delivery Name & Contact Number –

Minimum Hire Period – From \_\_\_\_\_ to \_\_\_\_\_

Equipment Size, Number (if applicable) & Description –

Weekly Hire Rate (Ex VAT) –

Lock Hire Rate (Ex VAT) –

Delivery & Collection Charge (Ex VAT) - \_\_\_\_\_ (each way)

Insurance Value (Ex VAT) - \_\_\_\_\_

Purchase Price (Ex VAT – please contact us if you wish to purchase the Equipment hired to you – please note that sums paid for hire of the Equipment will not count towards this purchase price) - \_\_\_\_\_

The hire of the Equipment is governed by the terms and conditions set out on the following pages, and signature of this Agreement by a representative of the Hirer constitutes unconditional acceptance of those terms by the Hirer.

## AGREED TERMS

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

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

"**Commencement Date**" means the date that the Hirer takes Delivery of the Equipment.

"**Cooling Equipment**" means equipment or machinery designed to regulate the temperature of the interior of Equipment.

"**Delivery**" means the transfer of physical possession of the Equipment to the Hirer at the Site (or, in the rare cases where the cover sheet of this agreement states that the Hirer will be collecting the Equipment from a particular location, the transfer of physical possession of the Equipment to the Hirer at that location).

"**Data Protection Legislation**" means (i) until the GDPR comes into force in the UK, the Data Protection Act 1998; (ii) for so long as GDPR is directly applicable in the UK, it shall mean GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and (iii) any successor legislation to the GDPR or the Data Protection Act 1998.

"**Equipment**" means the items of equipment listed on page 1 of this Agreement, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it, including (where applicable) any Refrigerated Unit.

"**GDPR**" means the General Data Protection Regulation ((EU) 2016/679)

"**Liability**" means direct or indirect liability under any legal theory, including without limitation contract, tort (including negligence), breach of statutory duty, indemnity, or otherwise, in each case arising out of, in relation to or in connection with this agreement.

"**Payment Schedule**" means Schedule 1 which sets out the sums payable under this agreement.

"**Refrigerated Unit**" means Equipment which both (i) contains or includes Cooling Equipment upon delivery; and (ii) is expressly stated to be a Refrigerated Unit on page 1 of this agreement.

"**Site**" means the Hirer's premises at [LOCATION].

"**Rental Payments**" means the payments made by or on behalf of Hirer for hire of the Equipment.

"**Rental Period**" means the period of hire as set out in clause 3.

"**Total Loss**" means the Equipment is, in the Owner's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

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

1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

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

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 A reference to **writing** or **written** includes fax and e-mail.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

1.12 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. EQUIPMENT HIRE

2.1 The Owner shall hire the Equipment to the Hirer for use at the Site subject to the terms and conditions of this agreement.

2.2 The Owner shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Hirer's quiet possession of the Equipment.

2.3 Unless expressly stated in this agreement, the Equipment does not include a lockbox or lock. The Hirer should inform the Owner prior to entering into this agreement if that is their requirement.

### 3. RENTAL PERIOD

The Rental Period starts on the Commencement Date and shall continue for a minimum period of 90 days unless this agreement is terminated earlier in accordance with clause 10.1 by the Owner. Thereafter, the Rental Period shall continue until either (i) terminated by the Owner in accordance with the terms of this agreement, or (ii) terminated by the Hirer on giving the Owner 30 days prior written notice.

#### 4. RENTAL PAYMENTS AND DEPOSIT

- 4.1 The Hirer shall pay the Rental Payments to the Owner in accordance with the Payment Schedule. The Rental Payments shall be paid in Pounds Sterling and shall be made by Direct Debit. Any other sums which become due from the Hirer to the Owner under this agreement may be invoiced by the Owner at any time after they become due, and shall be payable immediately upon receipt of invoice by the Hirer.
- 4.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 4.3 All amounts due under this agreement 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).
- 4.4 If the Hirer fails to make a payment due to the Owner under this agreement by the due date, then, without limiting the Owner's remedies under clause 10, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 4.5 Interest under this clause will accrue each day at 4% per year above the Bank of England's base rate from time to time, but at 4% per year for any period when that base rate is below 0%.

#### 5. DELIVERY

- 5.1 The Owner shall deliver the Equipment to the location set out in page 1 of this agreement, or such other location as the parties may agree ("**Delivery Location**") after the Owner notifies the Hirer that the Equipment is ready for despatch (as further specified in clause 5.3 below). The Hirer warrants that the Delivery Location stated in page 1 of this agreement is the actual location to which Delivery shall take place, and acknowledges that where it or its representative seeks to meet the Owner's delivery contractor at the stated Delivery Location to request that Delivery take place elsewhere (whether nearby or otherwise), then this may not be possible and is likely to give rise to additional charges being made by the Owner. This will apply notwithstanding any comments made by the Hirer in any previous correspondence implying that the Delivery Location stated is not the actual place of Delivery.
- 5.2 Delivery is completed upon unloading the Equipment from the delivery vehicle at the Delivery Location, such completion being "**Delivery**".
- 5.3 Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. The Owner shall not be liable for any delay in Delivery of the Equipment that is caused by a Force Majeure Event or the Hirer's failure to provide the Owner with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment. Further, subject to any Delivery Location opening times specified on page 1 of this agreement, Delivery may take place at any time of day. Due to a number of factors, including traffic, the Owner is unable to guarantee any particular delivery time or slot. In relation to Delivery:
  - 5.4 The Owner shall notify the Hirer when the Equipment is ready for despatch;
    - 5.4.1 The Owner shall indicate which date(s) are available for Delivery of the Equipment within a period of 10 Business Days following notification under clause 5.3.1 ("**Delivery Window**") (and the Hirer acknowledges that the Owner will be dependent upon the availability of its delivery contractor in this respect);
    - 5.4.2 The Hirer must select one of those dates (or that date, where only one is proposed) for Delivery, whereupon it will become the "**Agreed Date**"; and
    - 5.4.3 If the Hirer does not select a date as being the Agreed Date, then the Agreed Date will be deemed to have been the final day of the Delivery Window and the Hirer will be further deemed to have not accepted Delivery of the Equipment on the Agreed Date. For the avoidance of doubt, clause 5.4 below shall not apply in such circumstances.
- 5.5 If the Owner fails to deliver the Equipment on an Agreed Date, then the Hirer shall fix a revised date on which delivery of the Equipment shall take place (which must be reasonable in all the circumstances, including without limitation availability of the Owner's delivery contractor, failing which a reasonable date will be substituted as the revised date). In the event that the Owner is unable to deliver the Equipment on or before the revised date, its liability shall be limited exclusively to the Rental Payments incurred by the Hirer in obtaining replacement Equipment of similar description and quality in the cheapest market available for the minimum Rental Period, less the Rental Payments which would have been payable in relation to the Equipment. The Owner shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event, the Hirer's failure to provide the Owner with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment, or any other breach of this agreement by the Hirer.
- 5.6 If the Hirer fails to accept Delivery of the Equipment on the Agreed Date, or fails to select an Agreed Date in accordance with clause 5.3 above, or if Delivery cannot be made as a result of a breach of this agreement by the Hirer, then, except where such failure or delay is caused by a Force Majeure Event or the Owner's failure to comply with its obligations under this agreement which relate to the Equipment:
  - 5.6.1 Delivery of the Equipment shall be deemed to have been completed at 9.00 am on the Business Day after the Agreed Date (including where this is deemed in accordance with clause 5.3.4 above), and any payments stated to be due from the Hirer on or prior to Delivery shall become immediately due and payable;
  - 5.6.2 the Owner shall be entitled to issue its invoice in relation to any other payments which are stated as falling due upon the expiry of a certain period from the date of issue and/or receipt of invoice, and such payment(s) shall fall due upon the expiry of such period; and
  - 5.6.3 the Owner shall store the Equipment until Delivery takes place, and charge the Hirer for all related costs and expenses (including additional transport costs, gate fees and insurance) plus an administrative fee of 10% thereof. For the avoidance of doubt, the full amount of such costs and expenses will be charged in these circumstances even where it was agreed in this agreement that the Hirer would receive discounted transportation costs in relation to the anticipated Delivery.
- 5.7 If three Business Days after the Agreed Date the Hirer has not accepted delivery of the Equipment nor proposed a revised Delivery date acceptable to the Owner (acting in its absolute discretion), the Owner may resell or otherwise dispose of part or all of the Equipment.
- 5.8 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Hirer 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 the Owner, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.9 To facilitate Delivery, the Hirer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously including the materials, facilities, access and working conditions specified in Schedule 2.
- 5.10 The delivery and collection charge stated on page 1 of this agreement is for standard delivery, which means that:
  - 5.10.1 delivery takes place between 8am and 7pm on a Business Day;
  - 5.10.2 the Equipment is to be off-loaded parallel to and immediately next to the site of the delivery vehicle;
  - 5.10.3 the Equipment does not need to be lifted over obstacles;
  - 5.10.4 the delivery vehicle does not need to move onto or across grass or mud areas; and
  - 5.10.5 no more than 30 minutes is required to be spent by the Owner and/or its contractor on Site in connection with Delivery.
- 5.11 Where the Owner and/or the delivery contractor is required to spend more than 30 minutes on Site to effect Delivery, the additional time shall be charged by the Owner to the Hirer and added to the Rental Payments. Such time shall be charged at the rate of £65 plus VAT per hour, with part-hours being charged as a full hour.
- 5.12 The Owner does not warrant that any CSC plate shown on the Equipment remains valid, as the Equipment may have undergone modification since that certification which invalidates it. If the Hirer wishes to hire Equipment with valid CSC certification, then this must have been stated in this agreement (or else it will constitute a variation to this agreement to be agreed in accordance with clause 16). For the avoidance of doubt,

the Hirer may not remove the Equipment from the Site during the Rental Period except as expressly permitted by this agreement or by prior written approval from the Owner.

- 5.13 Grafo-therm treatment is applied to the roof only of the Equipment as standard. By the nature of such treatment, some over-spray will occur and the Hirer expressly acknowledges that he is aware that over-spray will occur. If additional treatment is required by the Hirer, then this must have been included in this agreement (or else it will constitute a variation to this agreement to be agreed in accordance with clause 16).
- 5.14 Where the Equipment includes electrical or other equipment (such as Equipment previously or intended to be used as offices, toilets or other accommodation-type uses), then no electrical, mechanical or other testing has taken place in relation to that equipment unless expressly so stated in this agreement. Even where such testing has taken place, it is likely that such testing and any consequent certification will become invalid upon the Equipment being loaded and/or subject to Delivery. It is the responsibility of the Hirer to test and verify (and, where applicable, certify or obtain certification for) such equipment prior to allowing its employees and/or any other persons to come into contact with or proximity of the Equipment.
- 5.15 Hire of the Equipment does not include the application of decals or stickers (including the re-application of such decals or stickers previously present, for example where services such as painting are to be performed on the Equipment) as standard. If the Hirer wishes to hire Equipment with decals or stickers applied or re-applied, then this must be stated in this agreement (or else it will constitute a variation to this agreement to be agreed in accordance with clause 16 hereof).
- 5.16 For the avoidance of doubt, the Owner may choose to supply Equipment containing Cooling Equipment even where page 1 of this agreement does not specify a Refrigerated Unit. Such Equipment shall not constitute a Refrigerated Unit, and the Cooling Equipment shall enjoy no warranty or guarantee whatsoever (including without limitation the warranty set out in clause 8.1 or the Cooling Equipment Warranty).

## 6. TITLE, RISK AND INSURANCE

- 6.1 The Equipment shall at all times remain the property of the Owner, and the Hirer 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 this agreement).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer in a re-useable condition (and for the avoidance of doubt, where the Owner is required to make repairs to return the Equipment to a re-useable condition, then the period shall continue until those repairs are complete) ("**Risk Period**") until such time as the Equipment is redelivered to or collected by the Owner. During the Rental Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
  - 6.2.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Owner may from time to time nominate in writing;
  - 6.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Owner 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
  - 6.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Owner may from time to time consider reasonably necessary and advise to the Hirer.
- 6.3 The Hirer shall give immediate written notice to the Owner (and, where applicable, the police) in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.
- 6.4 If the Hirer fails to effect or maintain any of the insurances required under this agreement, the Owner shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer.
- 6.5 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.

## 7. HIRER'S RESPONSIBILITIES

- 7.1 The Hirer shall during the term of this agreement:
  - 7.1.1 ensure that the Equipment is kept and used in a suitable environment at the Site, used only for the purposes for which it is designed, and maintained in a proper manner by trained competent staff in accordance with any instructions provided by the Owner;
  - 7.1.2 take such steps (including compliance with all safety and usage instructions provided by the Owner) 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;
  - 7.1.3 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good a condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, removal and cleaning of any graffiti, defacement or other lack of cleanliness, and shall make good any damage to the Equipment;
  - 7.1.4 provide full and safe access to the Equipment in order to enable the Owner to perform any of its obligations under this agreement, including the provision of lifting and other equipment (e.g. scissor lifts) – it being acknowledged by the hirer that it shall be a failure to comply with this clause 7.1.4 if the Hirer is unable to provide the Owner with full specifications, certification and instruction manuals for such equipment upon the Owner's request;
  - 7.1.5 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;
  - 7.1.6 keep the Owner fully informed of all material matters relating to the Equipment;
  - 7.1.7 keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without the Owner's prior written consent;
  - 7.1.8 permit the Owner or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
  - 7.1.9 maintain maintenance records of the Equipment and make copies of such records readily available to the Owner, together with such additional information as the Owner may reasonably require;
  - 7.1.10 not, without the prior written consent of the Owner, 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;
  - 7.1.11 not without the prior written consent of the Owner, 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 Hirer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Owner against all losses, costs or expenses incurred as a result of such affixation or removal;
  - 7.1.12 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Owner in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that the Owner may enter such land or building and recover the Equipment both during the term of this agreement 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 the Owner of any rights such person may have or acquire in the Equipment and a right for the Owner to enter onto such land or building to remove the Equipment;
  - 7.1.13 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 Hirer shall notify the Owner and the Hirer shall at

- its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Owner on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 7.1.14 not use the Equipment for any unlawful purpose or for the storage of any materials which may corrode, oxidise, dent, contaminate, puncture, stain or damage the Equipment;
  - 7.1.15 not subject the Equipment to an abnormal load (which shall include any load in excess of either (i) the Owner's written and oral instructions, and (ii) any markings on the Equipment or in the documents supplied with the Equipment);
  - 7.1.16 ensure that at all times the Equipment remains identifiable as being the Owner's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment (and shall ensure that no existing marks or signage is altered, defaced or obscured);
  - 7.1.17 deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as the Owner requires, or if necessary allow the Owner or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
  - 7.1.18 not do or permit to be done anything which could invalidate the insurances referred to in clause 6; and
  - 7.1.19 in relation to Refrigerated Units only:
    - 7.1.19.1 any produce to be stored in the Refrigerated Unit must be at the temperature to which the Refrigerated Unit is set before it is placed in the Refrigerated Unit;
    - 7.1.19.2 produce must not be stored underneath the Cooling Equipment;
    - 7.1.19.3 the temperature of the Refrigerated Unit must be monitored (and a log of such monitoring kept by the Hirer) at a frequency of not less than once every 6 hours;
    - 7.1.19.4 the exterior wall of the Refrigerated Unit to which the Cooling Equipment is attached must have clearance along its full length and height of not less than 10 feet at all times;
    - 7.1.19.5 the Refrigerated Unit must be cleaned at intervals of not more than every 14 days (or, where applicable laws or regulations set a shorter period, such period). Such cleaning must include as a minimum: high-pressure hot water steam cleaning with a non-contaminating and non-corrosive detergent; removal of all debris, bags, dunnage, rubbish, produce and ice; cleaning out of and removal of ice from floor drains, compressor coils and air ducts.
- 7.2 The Hirer acknowledges that the Owner 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 Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify the Owner 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 Hirer to comply with the terms of this agreement.

## 8. WARRANTY

- 8.1 To the exclusion of the Cooling Equipment in any Refrigerated Unit (if applicable), the Owner warrants that the Equipment shall substantially conform to its specification (as made available by the Owner), be of satisfactory quality and fit for any purpose held out by the Owner. The Equipment is not warranted as being fit for any specific use or purpose that is not expressly set out in this agreement. Where the Equipment is described as "new", it will have been used on one occasion only to transport cargo by sea. Where the Equipment is described as "used", it will have been used on multiple occasions to transport cargo by sea, and may have been used for various other purposes (including further cargo transportation by land and/or sea, or storage). In both cases, due to the nature of the use of the Equipment prior to it being hired under this agreement, it is likely to have bangs, scrapes, rust, corrugation damage and paint damage – none of which shall constitute a material defect under clause 8.3 or otherwise give rise to a liability on the part of the Owner hereunder. Failure to comply with this clause 8.1 shall constitute a defect in the Equipment.
- 8.2 Further to clause 8.1 above, where the Equipment is described as "As Is", then the Hirer is aware and acknowledges that the Equipment is unlikely to be wind or water-tight, and is likely to require repair work prior to being put to any use by the Hirer. Again, this shall not constitute a material defect under clause 8.3 or otherwise give rise to a liability on the part of the Owner hereunder.
- 8.3 The Owner shall use reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period, provided that:
- 8.3.1 the Hirer notifies the Owner of any defect in writing within two Business Days of the defect occurring;
  - 8.3.2 the Owner is permitted to make a full examination of the alleged defect;
  - 8.3.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Owner's authorised personnel, or fair wear and tear;
  - 8.3.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Hirer or on its behalf; and
  - 8.3.5 the defect is directly attributable to defective material, workmanship or design.
- 8.4 If the Owner fails to remedy any material defect in the Equipment in accordance with clause 8.3, the Owner shall, at the Hirer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement.
- 8.5 The warranty set out in clause 8.1 shall not apply to any Cooling Equipment. In relation to Cooling Equipment:
- 8.5.1 where the Cooling Equipment is supplied as part of Equipment which is not a Refrigerated Unit, then the Hirer accepts that such Cooling Equipment may or may not be operational, defective or otherwise at the time of Delivery or thereafter, and the Cooling Equipment Warranty shall not apply to such Cooling Equipment. If the Hirer chooses to operate Cooling Equipment to which this clause 8.5.1 applies, then they shall do so entirely at their own risk and they acknowledge that the Owner has no Liability whatsoever for the consequences of such operation or attempted operation;
  - 8.5.2 where the Cooling Equipment is supplied as part of a Refrigerated Unit (such Cooling Equipment being "**Warranted Cooling Equipment**"), then the Cooling Equipment Warranty shall apply in relation to the Cooling Equipment (with the warranty set out in clause 8.1 applying to the remainder of the Refrigerated Unit).
- 8.6 Subject to clauses 8.7 & 8.8, the Owner warrants that upon Delivery and throughout the Rental Period, the Warranted Cooling Equipment shall (i) conform in all material respects with any specification expressly agreed in relation to it; and (ii) be fit for any purpose expressly set out in page 1 of this agreement (together, "**Cooling Equipment Warranty**").
- 8.7 Subject to clause 8.8, if:
- 8.7.1 the Hirer gives notice in writing to the Owner within 1 Business Day of discovery of the non-compliance that the Warranted Cooling Equipment does not comply with the Cooling Equipment Warranty;
  - 8.7.2 the Owner is given a reasonable opportunity of examining such Warranted Cooling Equipment; and
  - 8.7.3 the Hirer (if asked to do so by the Owner) returns the applicable Refrigerated Unit to the Owner's place of business at the Hirer's cost or allows the Owner to collect it;

the Owner shall, at its option, repair or replace the defective Warranted Cooling Equipment, or refund any pre-paid Rental Charges relating to the Refrigerated Unit containing the defective Warranted Cooling Equipment in full. Where this agreement includes both the Refrigerated Unit containing the defective Warranted Cooling Equipment in full and other Equipment but no separate price is stated for each element, then the Owner shall (acting reasonably) determine that part of the Rental Charges which are attributable to the Refrigerated Unit containing the defective Warranted Cooling Equipment.

- 8.8 The Owner shall not be liable for the Warranted Cooling Equipment's failure to comply with the Cooling Equipment Warranty in any of the following events:
- 8.8.1 anyone other than the Owner or its subcontractor installs, commissions or PTI (pre-transport inspection) tests the Warranted Cooling Equipment following Delivery;
  - 8.8.2 the Hirer makes any further use of such Warranted Cooling Equipment after giving notice in accordance with clause 8.7;
  - 8.8.3 the defect arises because the Hirer failed to follow the Owner's oral or written instructions as to the cleaning, use and maintenance of the Warranted Cooling Equipment and/or Refrigerated Unit and good trade practice regarding the same;
  - 8.8.4 the Hirer alters or repairs such Warranted Cooling Equipment without the written consent of the Owner, and/or incorporates spare parts into the Warranted Cooling Equipment which have not been expressly approved in writing by the Owner for the Warranted Cooling Equipment;
  - 8.8.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions (including without limitation placement of the Refrigerated Unit containing the Warranted Cooling Equipment on ground which is not level); or
  - 8.8.6 the Warranted Cooling Equipment differs from the Equipment Specification as a result of changes made to ensure that it complies with applicable statutory or regulatory requirements.
- 8.9 Except as provided in this clause 8 and subject to clause 9.2, the Owner shall have no Liability whatsoever to the Hirer in respect of (i) the Equipment' failure to comply with the warranty set out in clause 8.1, (ii) any Warranted Cooling Equipment's failure to comply with the Cooling Equipment Warranty; or (iii) any defect in the Equipment.
- 8.10 The terms implied by sections 13 to 15 of the Sale of Equipment Act 1979 are, to the fullest extent permitted by law, excluded from this agreement.
- 8.11 This clause 8 shall apply to any repaired or replacement Equipment supplied by the Owner.
- 8.12 Where the Owner or its agent(s) attends a site designated by the Hirer to assess, repair, modify or otherwise deal with Equipment in circumstances where such activity is not an obligation of the Owner under either the warranty set out in clause 8.1 or the Cooling Equipment Warranty (including where the attendance was for the purposes of determining whether such an obligation applied), then:
- 8.12.1 the request to do so by the Hirer shall constitute a default on the part of the Hirer; and
  - 8.12.2 the Owner shall be entitled to charge the Hirer at its standard rates (for its own personnel) or the rates of its subcontractors plus a 10% mark-up for subcontractor personnel, and such attendance (and any activities performed during such attendance) shall comprise services performed in accordance with the Owners standard Terms & Conditions for the Supply of Goods and Services.

## 9. LIABILITY

- 9.1 Without prejudice to clause 9.2, the Owner's maximum aggregate Liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), shall in no circumstances exceed the aggregate amount of Rental Payments payable under this agreement.
- 9.2 Nothing in this agreement shall exclude or in any way limit:
- 9.2.1 either party's liability for death or personal injury caused by its own negligence;
  - 9.2.2 either party's liability for fraud or fraudulent misrepresentation; or
  - 9.2.3 any other liability which cannot be excluded by law.
- 9.3 This agreement sets forth the full extent of the Owner's obligations and Liability in respect of the Equipment and its hiring to the Hirer. 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 the Owner except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 9.4 Without prejudice to clause 9.2, the Owner shall have no Liability for the Hirer's Consequential Losses.
- 9.5 In this clause 9, "**Consequential Losses**" means any and all of the following:
- 9.5.1 direct or indirect loss of profits;
  - 9.5.2 direct or indirect loss of sales, revenue, business or opportunity;
  - 9.5.3 direct or indirect loss of agreements or contracts;
  - 9.5.4 direct or indirect loss of anticipated savings;
  - 9.5.5 direct or indirect loss of or damage to goodwill or reputation;
  - 9.5.6 direct or indirect loss of use or corruption of software, data or information;
  - 9.5.7 direct or indirect loss of, damage to or deterioration of goods or items (including produce) stored by the Hirer in Equipment and/or a Refrigerated Unit;
  - 9.5.8 direct or indirect financial or economic loss; and
  - 9.5.9 any indirect or consequential loss.

## 10. TERMINATION

- 10.1 Without affecting any other right or remedy available to it, the Owner may terminate this agreement with immediate effect by giving notice to the Hirer if:
- 10.1.1 the Hirer fails to pay any amount due under this agreement on the due date for payment;
  - 10.1.2 the Hirer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
  - 10.1.3 the Hirer repeatedly breaches any of the terms of this agreement 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 this agreement;
  - 10.1.4 the Hirer 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 limited 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;
  - 10.1.5 the Hirer 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;
  - 10.1.6 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 Hirer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;
  - 10.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Hirer (being a company);
  - 10.1.8 the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 10.1.9 a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer;
  - 10.1.10 a creditor or encumbrancer of the Hirer 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 Hirer's assets;
  - 10.1.11 any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1.4 to clause 10.1.10 (inclusive); or
  - 10.1.12 the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 10.2 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 11. CONSEQUENCES OF TERMINATION**
- 11.1 Upon termination of this agreement, however caused:
- 11.1.1 the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Owner may
- 11.1.1.1 by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; or
- 11.1.1.2 Invoice the Hirer for the full replacement value as set out in this agreement for the Equipment (which for the avoidance of doubt shall be payable in addition to any other sums due under this agreement; and
- 11.1.2 without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand:
- 11.1.2.1 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.4;
- 11.1.2.2 any costs and expenses incurred by the Owner in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 11.2 Upon termination of this agreement pursuant to clause 10.1, any other repudiation of this agreement by the Hirer which is accepted by the Owner or pursuant to clause 10.3, without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period (which, in the case where the minimum period for this agreement has passed, shall be deemed to be a thirty day period from the date of termination).
- 11.3 The sums payable pursuant to clause 11.2 shall be agreed compensation for the Owner's loss and shall be payable in addition to the sums payable pursuant to clause 11.1.2.
- 11.4 If upon termination it is not reasonably practicable for the Owner to collect the Equipment from the Hirer, then at the Hirer's discretion it may, as an alternative to the sums payable under clause 11.2, invoice the Hirer for the full marked value of the Equipment plus an administration fee of £50 plus VAT (in addition to the sums payable pursuant to clause 11.1.2).
- 11.5 Where, upon collection, the Equipment contains additional items left by the Hirer, then the Hirer hereby authorises the Owner to dispose of such items or alternatively sell such items at such prices as it sees fit with a view to realising those sums owed by the Hirer hereunder (the decision of whether to seek a sale of such items being at the Owner's sole discretion). For the avoidance of doubt, this shall not prejudice or diminish the Hirer's obligation to make payment of those sums save that any sum raised by sale of such items shall, upon free and clear receipt by the Owner, commensurately reduce the sum owed by the Hirer.
- 11.6 Where clause 11.5 above applies:
- 11.6.1 If the sale of such items realises for the Owner a sum greater than that owed by the Hirer hereunder, the Owner shall nevertheless be entitled to retain that surplus as its own funds; and
- 11.6.2 any expenses incurred by the Owner in the sale or disposal of such items (such as, by way of example only, skip hire fees, rubbish collection charges, legal and other professional advice in relation to sales, auction fees etc) shall be invoiced to the Hirer in addition to the other sums due under this agreement.
- 11.7 Termination or expiry of this agreement 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. FORCE MAJEURE**
- Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, then the Owner may terminate this agreement by giving 14 days' written notice to the Hirer.
- 13. CONFIDENTIAL INFORMATION**
- 13.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, Hirers, clients or Owners of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 13.4 The Hirer hereby authorises the Owner to contact it by email, telephone or post regarding other potential transactions or general news/updates. If the Hirer wishes to cease such correspondence, it should notify the Owner in writing.
- 14. ASSIGNMENT AND OTHER DEALINGS**
- This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 15. ENTIRE AGREEMENT**
- 15.1 This agreement 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.
- 15.2 Each party acknowledges that in entering into this agreement 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 this agreement.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 15.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 16. VARIATION**
- No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17. NO PARTNERSHIP OR AGENCY**
- 17.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18. FURTHER ASSURANCE**
- Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
- 19. COUNTERPARTS**
- 19.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

- 19.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 19.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 20. THIRD PARTY RIGHTS**  
This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 21. NOTICES**
- 21.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- 21.1.1 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);
- 21.1.2 sent by fax to its main fax number; or
- 21.1.3 sent to the email address listed in this agreement or otherwise notified by a party.
- 21.2 Any notice shall be deemed to have been received:
- 21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 21.2.2 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 (if earlier).
- 21.2.3 if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- 21.3 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.
- 22. WAIVER**  
No failure or delay by a party to exercise any right or remedy provided under this agreement 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.
- 23. RIGHTS AND REMEDIES**  
Except as expressly provided in this agreement, the rights and remedies of the Owner provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 24. SEVERANCE**
- 24.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 24.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 25. DATA PROTECTION AND DATA PROCESSING**
- 25.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 25 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 25.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Hirer is the data controller and the Owner is the data processor (where data controller and data processor have the meanings as defined in the Data Protection Legislation).
- 25.3 Without prejudice to the generality of clause 25.1, the Hirer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any and all personal data transferred to the Owner for the duration and purposes of this Agreement.
- 25.4 The Hirer acknowledges that the Owner is reliant on the Hirer for direction as to the extent to which the Owner is entitled to use and process personal data. Consequently, the Owner will not be liable for any claim brought by a data subject arising from any act or omission by the Owner, to the extent that such action or omission resulted from the Hirer's instructions or failure to adequately instruct the Owner. The Hirer hereby indemnifies and agrees to hold harmless the Owner against any liability, costs, or damage incurred as a direct or indirect result thereof.
- 25.5 Without prejudice to the generality of clause 25.1, the Owner shall, in relation to any personal data processed in connection with the performance by the Owner of its obligations under this Agreement:
- 25.5.1 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 25.5.2 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 25.5.3 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Hirer has been obtained and the following conditions are fulfilled:
- 25.5.3.1 the Hirer or the Owner has provided appropriate safeguards in relation to the transfer;
- 25.5.3.2 the data subject has enforceable rights and effective legal remedies;
- 25.5.3.3 the Owner complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- 25.5.3.4 the Owner complies with reasonable instructions notified to it in advance by the Hirer with respect to the processing of the personal data;
- 25.5.4 assist the Hirer, at the Hirer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 25.5.5 notify the Hirer without undue delay on becoming aware of a personal data breach.
- 25.6 The Hirer consents to the Owner appointing third-party processors of personal data under this Agreement.
- 26. SNAGGING**
- 26.1 **Snagging.** As a company with a commitment to its Hirers' satisfaction, the Owner may be willing to agree a list with the Hirer comprising concerns which the Hirer has with regards to the Equipment which the Owner is prepared to remedy despite not being obliged to do so under this agreement ("**Snagging List**"). In relation to the Snagging List:
- 26.1.1 the Owner shall only consider the inclusion of those items which are notified in writing by the Hirer within 3 Business Days of Delivery of the Equipment;
- 26.1.2 the Owner will notify the Hirer as soon as reasonably practicable after receipt of notification (i) those items which it accepts for inclusion on the Snagging List; and (ii) an anticipated timescale estimate for rectification;



- 26.1.3 the work done towards rectification shall be performed by the Owner under the terms and conditions of this agreement, once agreed for inclusion in the Snagging List; and
- 26.1.4 the Owner will not entertain further proposals for items to be added to the Snagging List after the initial notification.

**27. GOVERNING LAW**

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

**28. JURISDICTION**

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

**THIS AGREEMENT** has been entered into on the date stated at the beginning of it.

**SCHEDULE 1  
Payment Schedule**

1. Payment of the Rental Payments for the first 30 days of the Rental Period plus the delivery and collection charges specified on page 1 of this agreement shall be due prior to Delivery.
2. At least 7 days written notice from the Hirer is required to bring the Rental Period to an end (subject to the provisions of this agreement).
3. All prices quoted by the Owner shall be valid for a period of 7 days, with the exception of discounted prices which are valid for a period of 24 hours only.
4. Where the Hirer is paying via international payment, then the Hirer is responsible for both parties' bank charges and should select "remitter to pay all charges". Where it fails to do so, or where the Owner is otherwise charged by its bank on the basis of a payment being international, then it will invoice the Hirer £25 plus VAT, which is payable immediately upon receipt.

**SCHEDULE 2  
Delivery & Related Terms**

1. It is the Hirer's responsibility to ensure that the part of the Site onto which the Equipment will be unloaded is level and hard-standing. If it is not then this is likely to cause issues with the stability of a container and/or the opening of container doors – where such an issue arises as a result of failure by the Hirer to comply with this clause then no remedy against the Owner shall arise.
2. Where the Hirer is not the owner or controller of the Site, it shall ensure that such owner/controller grants the Owner or its contractor such access as it reasonably requires to deliver the Equipment. The Hirer shall be responsible for the acts/omissions of such owner/controller as if they were the acts/omissions of the Hirer.
3. The Equipment is likely to be delivered on a vehicle of up to 68 feet in length and in a maximum of 10 feet wide – it is the responsibility of the Hirer to ensure that the Site can accommodate such a vehicle. In the event of a vehicle, the Equipment or part of the Site incurring damage as a result of insufficient access, then the Hirer shall be responsible for, and shall indemnify the Owner against, any and all costs and expenses arising therefrom.

Signed by [NAME OF DIRECTOR] for and on behalf of Lion Containers Limited

.....  
Director

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF HIRER]

.....  
Director