1. TERM OF THE LEASE

This lease Agreement shall commence on the date the container(s) are picked up from The Lessor's nominated depot.

This lease Agreement shall terminate on the date the container(s) are returned by The Lessee to The Lessor's nominated depot.

2. LEASE CHARGES

During the lease period The Lessee agrees to pay the rate as per the front page of this Agreement including the day of delivery and return of the container(s). The Lessee agrees to pay all rental invoices in full and monthly in advance within 14 days of the date of notice thereof. In the case of default The Lessor shall be entitled to charge an interest rate of 10% per annum on all unpaid monies; such interest shall be calculated from the due date for payment to the date of actual payment thereof. Any expenses or costs incurred by The Lessor recovering the container(s) or outstanding monies incurring debt collection charges and or solicitor's costs etc., shall be borne by The Lessee.

3. ACCESS TO SITE LOCATION

The Lessee grants to The Lessor, its servants or agents, the right to enter the site at all reasonable times to view the state of the container(s), or at the expiration of the term hereby granted, whether due to effluxion of time or as a result of default by The Lessee, to enter the site together with such other persons or equipment as The Lessor deems necessary to remove the container(s).

4. CONTAINER(S) SITE LOCATION

The site shall be at a location shown on the front page of this Agreement. The Lessee shall not, without prior written approval of The Lessor, move the container(s) to any other location.

5. CARE OF CONTAINER(S)

The Lessee agrees to return the container(s) to The Lessor in good condition, normal wear and tear accepted, but the container(s) shall in any event be serviceable. The Lessee shall be liable for any loss to the container(s) from the time of receipt to the time of pickup, howsoever such loss or damage shall be caused and whether based on the negligence of The Lessee, its servants, agents or sub-contractors or otherwise or any other cause of action whatsoever.

The Lessee shall not use the container(s) for unprotected corrosive substances or bulk commodities which may corrode, oxidise, dent, puncture, contaminate, stain or damage the interior or exterior of the container(s) or make any use of the container(s) which would cause damage. The Lessor should notify The Lessee of any damage to the container(s) within 7 days of the date of return to The Lessor's depot. In the event that The Lessee does not dispute the repair costs within 5 days of receipt of the notice from The Lessor, The Lessor shall repair the container(s) at the cost of The Lessee.

The lease shall terminate as to any of the container(s) which have been damaged beyond repair, lost or destroyed as to the day on which The Lessee furnished proof of such fact to The Lessor, together with payment of the replacement value of the container(s) as stipulated in this Agreement (subject to market price fluctuations).

REFRIGERATED CONTAINERS – all our equipment is regularly maintained by our service technicians and undergo pre-trip inspections (PTI) prior to delivery. **OUTSIDE METRO AREA –** all repairs & maintenance to be arranged by The Lessee at the expense of The Lessee and carried out by local/onsite qualified refrigeration technicians.

6. LIABILITY

Except where any statutory provision in favour of consumers and relating consumer transactions may prevail either under the Federal Trade Practices Act or equivalent state legislation:

(i) Any warranty, condition, description or representation, whether expressed or implied, as to the description, state, quality, merchantability or fitness of the container for the purpose for which the same is leased it is excluded; and

(ii) The Lessor shall not be responsible or liable to The Lessee, whether on the ground of breach of contract, contractual duty or on the ground of negligence, for any loss or damage directly or indirectly suffered or sustained by The Lessee and arising from defects in or malfunction, breakdown or failure of performance of the container and The Lessee exonerates and releases the owner from all claims and demands in respect thereof.

7. INDEMNITY

If The Lessee observes all the terms and conditions of this Agreement it shall have quiet possession of the container(s) but The Lessor shall have no other responsibility to The Lessee whatsoever for or in connection with any container(s) or its contents after the delivery of the container(s) to The Lessee. The Lessee agrees to indemnify and hold harmless The Lessor, its agents and employees, from and against any and all losses, claims, damages, expenses, fines and liabilities including legal expenses, howsoever caused and arising, resulting directly or indirectly in any manner from the operation, condition, use, storage, removal from the site by The Lessor or possession of the container(s) by The Lessor.

8. FORCE MAJUERE

GENERAL CONDITIONS

If The Lessor fails to perform or is restricted from pursuing its obligations under this Agreement as a result of Acts of God, war, fire, flood, tempest, embargo, riot, civil disturbance, accident, explosion, expropriation of equipment, strike, lock-out or other labour trouble, any action or proceeding at law or in equity, or without prejudice to the generality, any other circumstances or occurrence beyond the reasonable control of The Lessor, The Lessor shall be relieved of its responsibilities hereunder for the term of the occurrence and no liability shall arise in respect thereof.

9. OWNERSHIP

The container(s) shall at all times remain the property of The Lessor and The Lessee shall not acquire any ownership rights titles or interests in the container(s) by virtue of paying rental, costs of repairs or any other charges. The transactions covered by this Agreement are transactions of leasing only and not a sale, conditional or otherwise, and the only right acquired by The Lessee hereunder is the right to possess and use the container(s) leased hereunder so long as The Lessee shall not be in default.

10. IDENTIFICATION OF CONTAINERS

The container(s) shall have a serial number and other identifying marks affixed hereto which shall not be obliterated or altered by The Lessee. Such serial identification marks shall be used as a reference in all correspondence, invoices and other communications.

11. COMPLIANCE WITH LAWS

The Lessee shall at its own cost and expense comply with all laws, regulations or orders of Federal, State or local governments including all relevant stamp and other fiscal laws which in any way affect the container(s) leased under this Agreement.

12. TERMINATION

The Lessor may terminate this Agreement upon written notice of the lease being terminated upon the occurrence of either of the following events:

(i) The Lessee admits in writing its inability to pay debts or enters into an Agreement with creditors or where bankruptcy or insolvency proceedings are instituted against The Lessee or any such similar acts are taken against The Lessee; or

(ii) Lease charges, or any other costs are outstanding for more than 60 days.

If The Lessor terminates this Agreement in accordance with this clause 11 The Lessee shall have the container empty and ready for pickup within 48 hours.

13. ASSIGNMENT

The Lessor may assign all or any part of its right, title or interest under this Agreement, including lease charges due and to become due.

14. SEVERABILITY

If any provision of this Agreement is or becomes for any reason wholly or partly illegal or invalid, that provision shall to the extent of the illegality or invalidity (as the cause may be), be served without prejudice to the continuing force and validity of the remainder of this Agreement.

15. LAWS AND JURISDICTION

This Agreement shall be governed by and constructed and take effect in accordance with the laws of Western Australia.

16. AGREEMENT GUARANTEE

This lease Agreement shall become effective upon signatures of both parties. If, however, The Lessee does not return a signed copy of this lease Agreement to The Lessor within seven (7) days of receipt, and does not give The Lessor written notice of disapproval of the conditions herein, and if the customer accepts and retains any of the container(s) in its possession after said seven (7) day period, then this lease Agreement shall have the same force and effect as if it had been signed by the customer.

Shipping containers are a cost effective, highly portable alternative for clients requiring storage facilities, property sheds, permanent and temporary accommodation, cellars, cool rooms, freezers and much, much more. To find the container that best suit your needs we have put together this printable guide. If you require any further information get in touch with us.

Scan these QR codes with your smart phone QR reader app

call us locate us website facebook email us full v-card