



CONTAINER CONVERSION
DESIGN & BUILD

<http://www.containerconversiondb.co.uk/>
hello@containerconversiondb.co.uk
Tel 02920 099 096

CDB Design & Build Ltd – Terms & Conditions of Business

In General

1 INTERPRETATION

In these Conditions the following definitions apply:

Conditions means the terms and conditions set out in this document;

Container(s) means the Container(s) set out in an Order;

Contract means the legally-binding agreement between us and you for the sale and purchase of Container(s) which incorporates these Conditions, the Order Form and the Specification;

Delivery Location means the address for delivery of the Container(s) as set out in the Order;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract, except any party's failure to pay shall not be an event of force majeure in any event;

Order means your order for the Container(s) from us, as set out in the Order Form;

Order Form means the order form supplied by us and signed by you;

Price means the price set out in the Order Form;

Specification means the specification attached to the Order Form;

VAT means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and we, us or our CDB Design & Build Ltd whose registered office is at Unit H6, Capital Business Park, Cardiff, CF3 2PX

2 APPLICATION OF THESE CONDITIONS

2.1 Any quotation provided by us for the provision of Container(s) prior to you submitting an Order:

www.containerconversiondb.co.uk | hello@containerconversiondb.co.uk

Sales **02920 099 096**

A The Levels, Capital Business Park, Cardiff, CF3 2PX

2.1.1 is for information purposes only. It is not a binding offer by us to supply Container(s) on the terms of the quotation and these Conditions; and

2.1.2 will be valid for 28 days only from the date of issue.

2.2 When you place an Order to purchase Container(s) from us by sending to us a signed Order Form you make an offer to purchase those Container(s) in accordance with these Conditions and no other conditions apply.

2.3 We reserve the right at all times to reject any Order, in whole or in part, at our sole discretion.

2.4 A Contract will be formed in respect of the Container(s) described in our acceptance of your Order, upon the earlier to occur of:

2.4.1 our notification of acceptance of your Order to you by countersigning and dating the Order Form; or

2.4.2 the commencement of the fulfillment of the Order by us.

2.5 We will not accept any variation to these Conditions, an Order or quotation from us unless the variation is expressly agreed by us in writing.

3 PRICE

3.1 The Price for the Container(s) will be as set out in the Order.

3.2 The Price:

3.2.1 includes packaging and delivery to the Delivery Location as stated in the Order; and

3.2.2 includes Value Added Tax as stated.

4 PAYMENT

4.1 We will invoice you for Container(s) in accordance with the terms set out in the Order Form. You must pay all invoices in full, without deduction within 2 days of invoice date. Time is of the essence in relation to any payment.

4.2 We will not commence work, continue work or ship the finished Container(s) to you as appropriate for any stage until payment for the respective invoice has been received in full and we have the right to suspend work or shipment pending any such payment.

4.3 VAT will be charged by us and paid by you at the then applicable rate.

5 DELIVERY

5.1 We will endeavour to deliver the Container(s) to the Delivery Location on or around the delivery dates set out in the Order Form, unless exceptional circumstances or events beyond our reasonable control prevent us doing so.

5.2 For a delivery Location outside of the UK, you may be subject to import duties or other taxes in addition to VAT. These import duties or other taxes are outside our control and must be borne by you.

5.3 We will not be liable for any delay in failure of delivery caused by your failure to provide access to the Delivery Location or an event of Force Majeure.

5.4 Where you or your addressee at the Delivery Location fails to take delivery of the Goods, then the Container(s) shall be deemed to have been delivered to you on the delivery date and we shall be entitled to charge our additional costs of storage, insurance, redelivery and any other costs incurred by us.

5.5 If you have not taken delivery of the Container(s) within 20 days of the original delivery date then we may resell or otherwise dispose of the Container(s) subject to rebating to you the purchase price received by us after deducting our additional costs.

5.6 We may provide you with a form of acceptance to sign but in any event you are deemed to have accepted the Container(s) at the point that: (i) you commence using the Container(s); or (ii) if you have not commenced using the Container(s) then upon the expiry of 24 hours from delivery if you have not given any notification of any defects within that time.

6 TITLE AND RISK

6.1 Risk in the Container(s) will pass to you on delivery. We will not be liable for any loss or destruction of the Container(s) occurring after they are delivered to you.

6.2 Title and ownership in the Container(s) will pass to you once we have received payment in full for the Goods.

6.3 Until title and ownership in the Container(s) has passed to you and if delivery is made prior to receipt of payment in full then, you will:

6.3.1 hold the Container(s) as bailee for us;

6.3.2 ensure that the Container(s) are clearly identifiable as belonging to us;

6.3.3 take all reasonable care of the Container(s) and keep them in reasonable condition;

6.3.4 insure the Container(s): (i) with a reputable insurer; (ii) from the date of delivery; (iii) against all risks; and (iv) for an amount at least equal to the Price;

6.3.5 not remove or alter any mark on or packaging of the Goods;

6.3.6 provide us with such information concerning the Container(s) as we may reasonably request from time to time; and

6.3.7 inform us as soon as possible if you become subject to any form of bankruptcy, insolvency or similar proceedings.

6.4 If, at any time before ownership to the Container(s) has passed to you, you inform us or we reasonably believe, that you are or are likely to become subject to any bankruptcy, insolvency or similar proceedings, we may:

6.4.1 require you at your expense to return the Container(s) to us; and

6.4.2 if you fail to do so promptly, enter any premises where the Container(s) are stored and repossess them.

7 WARRANTY

7.1 We warrant that upon delivery and for a reasonable period after delivery, which we consider will be for a period of 12 months from delivery, the Container(s) will:

7.1.1 conform in all material respects to the Specification;

7.1.2 be free from material defects in design, material and workmanship;

7.1.3 be of satisfactory quality; and

7.1.4 be fit for the purpose held out by us.

7.2 We will where it is reasonable to do so but subject to condition 7.4, repair or replace the defective Container(s) or at our sole and absolute discretion refund the price of defective Container(s), provided that:

7.2.1 you inform us promptly on discovery that some or all of the Container(s) do not comply with condition 7.1; and

7.2.2 you give us or our agents a reasonable opportunity to examine the defective Container.

7.3 These Conditions will apply to any Container(s) repaired or replaced under condition 7.2.

7.4 We will not be liable for any failure of the Container(s) to comply with condition 7.1 where that failure is reasonably the result of your use of the Goods:

7.4.1 from wear in the normal course of use of the Container(s) or as a result of wilful damage, your negligence or abnormal working conditions

7.4.2 to the extent caused by your failure to comply with our instructions and/or good practice as to storage, installation, commissioning, use or maintenance of the Container(s);

7.4.3 to the extent that you move the Container from the original Delivery Location or it is situated on any site that is not compliant with our advice and instructions including without limitation any site that is not precisely level;

7.4.4 where you repair or alter any Container(s) without our prior written agreement; or

7.4.5 where you use any of the Container(s) after notifying us that it does not comply with condition 7.1.

8 LIABILITY

8.1 We do not exclude liability:

8.1.1 for death or personal injury caused by its negligence; or

8.1.2 for breach of the terms implied by s 12 of the Sale of Container(s) Act 1979 and by s 2 of the Supply of Container(s) and Services Act 1982; or

8.1.3 for defective products under the Consumer Protection Act 1987; or

8.1.4 for fraud or fraudulent misrepresentation.

8.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded by these conditions.

8.3 We will not be liable for:

8.3.1 loss of use;

8.3.2 any form of indirect, consequential or special loss, or

8.3.3 any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect, and, in each case, however arising.

8.4 Other than as set out above, we limit our liability (however arising) in respect of or in connection with the Container(s), and otherwise in connection with this Contract, to the total price of Container(s) that is the subject of any claim.

9 TERMINATION

9.1 We may terminate the Contract in the event that you have failed to make any payment to us within 7 days of the due date.

9.2 You may not terminate the Contract once work has commenced.

9.3 In the event of termination of this Contract:

9.3.1 you will be liable for a pro rata amount of the outstanding payments for work done by us which will become immediately due and payable by you upon us sending an invoice to you;

9.3.2 you will not be entitled to any automatic refund of monies paid to us; and

9.3.3 we will use our reasonable endeavours to sell the container without obligation to carry out further works and in the event that we are able to do so then we will at our discretion make you a payment (which may be a partial or full repayment of the amount paid by you to us) out of the sale proceeds after deduction of any additional works, storage, transport, insurance, administrative and sales costs incurred by us.

10 GENERAL

10.1 Time

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions.

10.2 Notices

Notices under this Agreement will be in writing (and not by fax or by email) and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

10.2.1 by first-class post: two Business Days after posting;

10.2.2 by hand: on delivery;

10.3 Waiver

No delay, act or omission by either you or us in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

10.4 No Set Off

You may not set off or deduct any amounts from the Price.

10.5 Rights of Third Parties

This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.6 Entire Agreement

The Contract constitutes the entire agreement between you and us in relation to its subject matter. No other terms apply.

10.7 Succession

This Contract will bind and benefit each of your or our successors and personal representatives.

10.8 Governing Law & Jurisdiction

10.8.1 This Contract will be governed by the law of England and Wales.

10.8.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.

Privacy Policy and GDPR -

This Privacy Policy will help you understand what personal data we collect, why we collect it and what we do with it.

As you read our Policy, please keep in mind that it applies to all Group companies. The Group is committed to ensuring that your privacy and personal data are protected. This Privacy Policy sets out how the Group uses and protects any personal data that you give us when you engage with us, or visit our website.

By engaging with us, you are accepting and consenting to the practises described in this policy. You can withdraw consent at any time by writing to us at the address below. The Group may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is compliant with the GDPR (EU) 2016/679 and the Data Protection Act 1998.

WHAT PERSONAL DATA DO WE COLLECT

We may collect, use, store and transfer your “personal data”. This can include:

- Identity Data such as name, usernames, marital status, job title, DOB and gender
- Demographic Data such as preferences and interests
- Contact Data such as email address or telephone number
- Financial Data such as bank account or payment card details
- Technical Data such as IP address, login data, browser type, location, statistical or demographic data
- Usage Data such as information about how you use our website, products and services
- Marketing and Communications Data including your preferences regarding receiving marketing materials from us and our Group companies.

HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

A) Direct Interactions

You may give us your identity and contact data by filling in forms (by paper or electronically)

or by corresponding with us by post, phone, email or otherwise. This includes data you provide

when you apply for our services (or those of our clients/third parties), or when you give us some

feedback.

B) Automated technologies or interactions

As you interact with our website we may automatically collect Technical Data about your

equipment, browsing actions and patterns. We collect this personal data by using cookies and

other similar technologies. Please see our Cookie Policy for more detail.

C) Third parties of public sources

We may receive data about you from third parties and public sources, including search information providers.

WHAT WE DO WITH YOUR PERSONAL DATA

We use your personal data to better understand your needs and provide you with a better service, and in particular for the following reasons:

- to perform a contract we have with you and provide our services
- to improve our services and to customise our website according to your interests
- to provide research and insight services for ourselves;
- to send you promotional materials about us (where you have opted in to such communications)

We may share your information with selected third parties, including: business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you. We will get your express opt-in consent before we share your personal data with any company outside the Group for marketing purposes.

We may also share your personal data with companies within the Company Group. This will not involve transferring your data outside of the European Economic Area.

HOW LONG WE HOLD YOUR DATA

We will only hold your personal data for as long as necessary to fulfil the purposes we collected it for. In determining this period we will consider the amount, nature and sensitivity of the data as well as the potential harm from unauthorised use or disclosure

SECURITY + DISCLOSURE

We are committed to ensuring that your information is secure and is not lost, used or accessed in an unauthorised way. In order, to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

LINKS TO OTHER WEBSITES

Our website may contain links to other websites of interest. However, once you have used these links to leave our site or app, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy policy. You should exercise caution and look at the privacy policy applicable to the website in question.

TWITTER

A number of our applications utilise Twitter and/or other website's APIs (Application Program Interfaces) in order to display tweets and/or other pieces of information or data acquired from third

party websites. From time to time we will store this data for use in one of our apps. We will treat this data in exactly the same way as we do other data referred to in this privacy policy.

CONTROLLING YOUR PERSONAL INFORMATION

You may choose to restrict the collection or use of your personal information in the following ways:

- request access to personal data we hold about you;
- request correction of the personal data we hold about you which may be incomplete or inaccurate;

- request deletion or object to the processing of your personal data;
- withdraw your consent to process your data.

Whenever you are asked to fill in a form on our website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes.

If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

You may request details of personal information which we hold about you under the requirements of GDPR (commonly referred to as a 'Subject Access Request'). If you would like a copy of the information held on you please write to:

Unit H6 Capital Business Park Cardiff CF3 2PU

If you would like to withdraw consent, or if you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.