

South Coast Cool Rooms Hire

Terms & Conditions

DEFINITIONS - In this contract

1. The Hirer is the person or company identified as such on the front hereof and hereinafter referred to as the "Hirer".
2. The Equipment, unless stated to the contrary, includes all goods, articles, and machinery supplied by the Owner to the Hirer for a fee pursuant to this contract, such fee set out on the front page hereof, hereinafter referred to as the "Equipment".

2. USE AND RETURN OF EQUIPMENT

1. The period of hire shall commence at the time and date upon which the Equipment is delivered to the Hirer and will end at the time and date upon which the Equipment is due for the collection as indicated on the hire agreement booklet. During the period of hire, the Hirer shall be entitled to exclusive possession of the Equipment.
2. At the termination of the period of hire the Equipment shall be returned to South Coast Cool Room Hire in the same condition in which it was received by the Hirer save ordinary wear and tear.
3. The Hirer shall not relocate the cool room unit at any time after original delivery has taken place.
4. In the case of coolrooms not returned by the Hirer within 2 days of the expiration of the hiring period the Owner shall without prejudice to any other rights hereunder be at liberty immediately to notify the Police of the circumstances and generally to take such action or proceedings civil or criminal as it may deem necessary for the recovery of possession of the Equipment and shall not be liable to the Hirer for any loss or damage injury fine or costs incurred or sustained by the Hirer upon any cause of action whatsoever and the Hirer agrees to indemnify South Coast Cool Room Hire in respect of any costs losses or damage arising from any such actions.
5. The Owner may forfeit any deposit paid by the Hirer in the event of the Equipment not being returned at the determination of the period of hire and may take such action against the Hirer for value of the Equipment as at the date of commencement of hire.

3. EQUIPMENT FAILURE

1. In the event of a mechanical failure of the Equipment the Hirer shall forthwith notify South Coast Cool Rooms Hire and shall on no account repair or attempt to repair the Equipment without the prior consent of the Owner.

2. The Hirer shall make such arrangements for repair or return of the Equipment to South Coast Cool Room Hire as the Owner requires.

4. DAMAGE TO EQUIPMENT, INSURANCE AND WAIVER

Subject to clause 5 hereof the Hirer shall be responsible to South Coast Cool Room Hire during the period of hire or until the Equipment is returned to the South Coast Cool Room Hire for any loss or damage to the Equipment whether such loss or damage is caused by the negligence of the Hirer its servants or agents or for any other reason whatsoever. The Equipment is entirely at the risk of the Hirer for the period of the hire. Any insurance for loss by theft of or damage to the equipment is the sole responsibility of the Hirer. If the Hirer does not have such risks insured, then the Hirer shall pay to the Owner the replacement value of the Equipment in the event of total loss, whether by theft or damage or shall pay to the Owner the cost of any repairs which may be necessary to reinstate the equipment to the same condition as it was in at the commencement of the period of hire. The Hirer indemnifies and will keep indemnified the Owner in respect of all actions, suits, claims, demands or expenses of the Hirer of any other person in relation to or arising out of the use or possession of the Equipment by the Hirer during the period of hire. It is agreed that on completion of the period of hire the whole or any part of the costs of replacements or repair to the Equipment shall be added to the total amount paid by the Hirer under this contract.

INSURANCE - That is the responsibility of the hirer to have all perishable goods insured for the duration of the hire period. South Coast Cool Room Hire will not be liable or responsible for the loss or damage of Hirer's goods due to the following: moisture or water damage, of cold air, refrigeration unit breakdown, power plug switched off or disconnected, power blackouts or surges, incorrect temperature setting, theft of Hirer's goods, incorrect humidity, flood, fire, malicious damage, lightning, storm or tempest, or any other reason that would place in jeopardy this disclaimer.

5. DAMAGE TO PROPERTY OF AND INJURY TO THIRD PARTIES

In respect of all Equipment, the Hirer shall during the period of hire until the return to the South Coast Cool Room Hire and acceptance by South Coast Cool Room Hire of the Equipment hired be responsible for any loss or damage to property of or personal injury to third parties resulting from or which is incidental to the use or possession thereof or for any other reason whatsoever and the Hirer shall indemnify and keep indemnified South Coast Cool Room Hire in respect of such actions, claims, demands or expenses of South Coast Cool Room Hire or any other person in relation to or arising out of the use of the Equipment under this contract. Provided however:

1. The Hirer does not in his own name and at the request and cost of South Coast Cool Room Hire or its Insurer, bring, defend, enforce or settle all legal proceedings of which South Coast Cool Room Hire or its Insurer or some person appointed by South Coast Cool Room Hire or its insurer shall have sole conduct as the agent of the Hirer as South Coast Cool Room Hire or its insurer may reasonably require; and

2. The Hirer does not complete and furnish to South Coast Cool Room Hire or its insurer such statements, information and assistance as South Coast Cool Room Hire or its insurer may require.

6. PAYMENT OF CHARGES

The Hirer shall pay to the Owner on the determination of the hiring period the following:

1. The hire cost indicated on the hire agreement booklet hereof which must be paid upon delivery of the Equipment.
2. Subject to clause 5 the amount of any loss or damage to the Equipment.
3. Other charges whether incurred by the Owner or the Hirer in respect of delivery or return of the Equipment and such charges shall be in addition to the time charges shown on the front hereof.

7. OCCUPATIONAL HEALTH AND SAFETY

1. The Hirer shall use the Equipment solely for the purpose for which the Equipment are supplied and in accordance with any limitations on the use of the Equipment arising from any legislation or the requirements of any Local Regulatory Authority.
2. All safety information provided by South Coast Cool Room Hire will be conveyed by the Hirer to all persons responsible for the installation, utilisation or dismantling of the Equipment.
3. The Hirer shall attach and maintain all safety signs supplied with the Equipment in prominent position of the Equipment or in any other positions as are necessary to bring the signs to the attention of any users of the Equipment.
4. The Hirer shall at all times comply with any relevant legislation creating occupational health and safety requirements in connection with the use of the Equipment.

8. FOOD SPOILAGE

South Coast Cool Room Hire is not responsible for any food damage due to mechanical breakdown or power.

9. OWNERSHIP

Ownership of the Equipment, the subject of the hire, at all times remains South Coast Cool Room Hire. This Contract is personal to the Hirer and it cannot be transferred to anyone else nor can the Hirer part with possession of the Equipment or any part thereof.

10. AMENDMENTS TO THE CONTRACT

No one employed by the South Coast Cool Room Hire or acting as its agent can alter any of these terms and conditions and the only alterations that will be acknowledged will be written on this Contract signed by a Director of the South Coast Cool Room Hire.