

# BIG CHILL FRIDGE HIRE TERMS AND CONDITIONS OF HIRE

- 1. DEFINITIONS:** The 'Company' means Buchanan Events Ltd t/a Big Chill Fridge Hire. The 'Hirer' means the person, company or association (and their respective successors) hiring equipment from the Company. The 'Equipment' means the equipment specified or referred to in the Hire Contract. The 'Hire Charges' means the total amount due to the Company in respect of delivery, erection dismantling and removal of the equipment. The 'Hire Period' means the period set out in the Hire Contract or any other agreed period or agreed extension thereof. The 'Hire Contract' means the information as listed under Hire Contract and these Terms and Condition of Hire
- 2. CONDITIONS:** All orders are accepted, unless otherwise stated, subject to the Terms and Conditions of Hire stated below. The hirer, by authorising or allowing work to proceed is deemed to have acknowledged and accepted these terms.
- 3. QUOTATIONS:** Whilst every effort will be made to ensure equipment ordered is delivered, the Company reserves the right to substitute the nearest available should the need arise. The Hirer will be informed in advance of any necessary amendments.
- 4. DELIVERY & COLLECTION:** The Company will provide labour for delivery of their fridge trailer. The company will set up and turn on, providing a power source is available at time of delivery. The cost of this service is included in the hire charge. The Company does not provide staff during the event which the fridge trailer is used. Delivery and collection is by prior arrangement. If special times are required for the delivery or collection of the equipment, these must be notified to the Company well beforehand. In certain circumstances an additional charge may be levied to reflect working outside of normal business hours.
- 5. SITE:** The hire charges are based on the assumption that the site is reasonably flat, level, firm ground with access for motor transport and that no drains, pipes, cables or other services are buried beneath the surface or otherwise concealed. It is the Hirers responsibility to inform the Company of any underground pipes, cables, drains or other services which might be damaged by the fridge trailer or towing vehicle. The Company will not be liable for any damage caused in such a way unless they have prior warning in writing and the danger area's are marked on the site by the hirer. The hire charges do not include any making good or repair of damage to site. Where electrical equipment is hired, the Hirer shall provide a suitable 240-volt/13-amp power point within 50 metres of the equipment and shall be fully responsible for the adequacy and reliability of that supply. The Hirer is responsible for giving notice to or for obtaining permits from any authority whom is or may be concerned. Any cost incurred shall be payable to the Company by the Hirer. Hard standing areas or awkward sites may be subject to a surcharge.
- 5a. SITE DRAINAGE:** In the event of heavy rainfall, high water table or poor drainage on ground around the trailer, the company can accept no liability for loss or damage of goods inside the trailer caused by such water ingress.
- 6. LOSS OR DAMAGE:** The Hirer will be responsible for the equipment once on site and must ensure that the fridge trailer remains locked when the site is left vacant.
- 7. INSURANCE:** Unless otherwise advised in writing, the Company will automatically include in the Hire Contract all risks insurance cover against theft, vandalism, fire and explosion, storm and tempest of all equipment listed on the Hire Contract.
- EXCLUSIONS:**
- A. the Hirer is responsible for the first £2500.00 of each and every claim.
- B. Full cover only applies to goods that are supplied through, delivered and installed by the Company.  
Full Cover does not include items not being installed by Buchanan. Particular care should be taken to ensure no one alters the temperature control. The fridge trailer will be set to the desired temperature. If doors are left open during loading, the fridge will warm up. The fridge will take longer to cool during warmer weather.
- C. Non Compliance of Company's Terms and Conditions.
- D. Insurance excess on fridge trailers, either static or trailer based is £2500.00 for each and every claim.
- It is the Hirers responsibility to take reasonable steps to secure the equipment whilst on hire. Subject to the location and proposed security arrangements being made by the Hirer, Buchanan may refuse an order or insist upon a holding deposit to the replacement value of the equipment whilst the equipment is on hire.
- 8 NOTICE OF ACCIDENT, DAMAGE OR LOSS:** If the equipment is involved in any accident resultant in injury to persons or damage to property the Hirer will give to the Company immediate notice by telephone to be confirmed in writing by the Hirer. Loss or damage arising from fire, theft or vandalism must be reported to the Police immediately upon discovery and to the Company within 24 hours.
- 9. FORCE MAJEURE:** Whilst every effort will be made by the Company to carry out any order, the full performance of it is subject to the variation or cancellation by the Company consequent on Act of God, War, Strikes, Riots, Fire, Floods, Theft, Vandalism, Restrictions on the use of Transport or any other cause beyond the control of the Company.
- 10. TERMS OF SETTLEMENT:** A Hiring will be confirmed by the Company on receipt of the deposit stated in the Hire Contract. The balance of the hire cost must be settled (cleared funds) in full prior to delivery of the equipment. Additional equipment ordered by the Hirer after the original delivery has taken place might be subject to a delivery charge. Any exceptions to these terms of settlement must be approved in writing by the Company.
- 11. INSPECTION:** The Hirer shall permit any person authorised by the Company at all reasonable times to enter upon the premises upon which the equipment is for the time being placed or kept for the purpose of inspecting the condition of the equipment.
- 12. NO TITLE TO HIRER:** The Company, as set out in the Hire Contract hires the Equipment to the Hirer, and no interest or title to the equipment shall pass to the Hirer. This agreement is personal to the Hirer and is not capable of assignment or Sub Hire nor may the Hirer part with possession of the equipment.
- 13. REPAIRS:** The Hirer shall not interfere with or adjust the equipment in any way whatsoever other than in accordance with the Company's written service instructions and will not under any circumstances give any instructions for any repairs to the equipment or for replacement of any parts unless such spares have been provided to it by the Company for that purpose and the Hirer shall immediately inform the Company in writing which so far as it is able shall repair or replace the equipment. If during the hire period the Company decides that urgent repairs to the equipment are necessary it may arrange for such repairs to be carried out on site or at any location of its nomination.
- 14. CANCELLATIONS:** In the event that the Hirer shall cancel the Hire Contract prior to the commencement of the Hire Period the Hirer shall pay to the Company immediately upon such cancellation by way of liquidated or agreed damages of sum equivalent to 1/3 of the Hire Charges. If the Hire Contract is cancelled between 1 and 13 days prior to the commencement of the Hire Period the Hirer shall pay to the Company immediately upon such cancellation by way of liquidated or agreed damages of sum equivalent to 4/5ths of the Hire Charges. In the event that the Hirer shall terminate the Hire Contract after commencement of the Hire Period the Hirer shall pay to the Company the Hire Charge in full.
- 15. THIRD PARTY:** The Company will not be responsible for, and the Hirer will indemnify the Company against, all claims of injury to persons and loss or damage to property and equipment howsoever caused, unless it can be proved that such injury, loss or damage is the result of negligence on the part of the Company.
- 16. AMENDMENTS:** In the event that the Hirer should wish to amend their equipment requirements, this should be done no later than 7 working days prior to the event.