

ICECOOL TRAILERS TERMS AND CONDITIONS

1 Interpretation

1.1 In these Conditions:

“Customer” means the person with whom Icecool Trailers has agreed to provide the specified service in accordance with these terms;

“Contract” means the contract for the provision of the specified service;

“Equipment” means any goods supplied by Icecool Trailers

“Specified Service” means the service to be provided to the customer as agreed by Icecool Trailers;

“Standard Charges” means the charges shown in Icecool Trailers' published literature from time to time.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Icecool Trailer's Obligations

2.1 Icecool Trailers shall provide the Specified Service to the Customer subject to these Terms. Any changes or additions to these Terms must be agreed in Writing by Icecool Trailers.

2.2 Icecool Trailers shall provide Equipment of satisfactory quality

2.3 If the Customer reports a defect in or malfunction of the Equipment during Normal Working Hours, Icecool Trailers shall use its best endeavours to repair the defect or malfunction, but if that is not reasonably practicable (or is not reasonably practicable in the time available), Icecool Trailers' representative shall seek to make suitable alternative arrangements with the Customer.

3 Charges

3.1 The Customer shall pay Icecool Trailers' Standard Charges plus VAT and any additional sums which are agreed between Icecool Trailers and the Customer for the provision of the Specified Service or which, in Icecool Trailers' sole discretion, are required for additional work as a result of the Customer's instructions or lack of instructions, or any other cause attributable to the Customer.

3.2 Any Equipment that is incapable of recovery by Icecool Trailers until beyond the contract period, will be charged a run on the price in line the Standard Charges.

3.3 Any Equipment that sustains damage during the rental period will be repaired and the cost passed the customer and the hire shall be deemed continuous until such time as the repairs/replacement have been completed.

3.4 Icecool Trailers reserves the right to charge for the cleaning of any appliance returned in an unacceptable state therefore requiring cleaning above and beyond that normally expected. This will be charged at £35.00 per hour plus materials.

3.5 Keys lost or not returned at the end of the period of hire will be charged for at a cost of £40.00 per set. Leads will be charged at £20.00 each.

3.6 Icecool Trailers' charges shall be paid by the Customer within 30 days of the date of invoice.

3.7 If payment is not made on the due date, Icecool Trailers shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 12 % per year from the due date until the outstanding amount is paid in full.

4 Services not included

4.1 Icecool Trailers' obligations and liability under this contract shall not apply to any defect or malfunction which in Icecool Trailers' opinion has arisen as a result of:

4.1.1 electrical work external to the Equipment;

4.1.2 transportation or relocation of the Equipment not performed by or on behalf of Icecool Trailers;

4.1.3 any error or omission relating to the operation of the Equipment;

4.1.4 any modification, adjustment or repair to the Equipment made by a third party without the written consent of Icecool Trailers;

4.1.5 the subjection of the Equipment by the Customer to unusual physical or electrical stress, the neglect or misuse of the Equipment or any failure or fluctuation of electrical power, air conditioning, humidity control or other environmental controls;

4.1.6 or any other cause (except fair wear and tear) which is not due to the neglect or default of Icecool Trailers.

4.2 If on investigation Icecool Trailers reasonably determines that any defect in or malfunction of the Equipment is the result of any of the matters referred to in this clause, the Customer shall be liable for all costs incurred by Icecool Trailers in making the investigation and determining its cause.

5 Customer's Responsibilities, Insurance etc.

5.1 The Customer shall ensure that Icecool Trailers has suitable access to delivery sites and on-line arrangements and have full and free access to the Equipment after delivery. Should any temporary roadway or support be required to cover soft ground, it will be organised by, and/or at the expense of the client.

5.2 After delivery of Equipment it becomes the responsibility of the Customer who shall:

5.2.1 at all times keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment or Icecool Trailers;

5.2.2 not move the Equipment without obtaining the prior consent of Icecool Trailers;

5.2.3 use the Equipment only in accordance with such instructions and recommendations relating to the care and operation of the Equipment as may be issued by the manufacturer of the Equipment or as may from time to time be advised in writing by Icecool Trailers; and

5.2.4 not allow any person other than Icecool Trailers' representatives to adjust, maintain, repair, replace or remove any part of the Equipment.

5.2.5 maintain regular-cleaning rotas as is mandatory of hygienic catering practice. Should the equipment not be returned in a satisfactory condition, the customer hereby accepts the subsequent cleaning charge.

5.2.6 Return the keys and power lead (s) supplied with each unit at the commencement of hire.

5.3 Whilst Icecool Trailers may insure Equipment the Customer has responsibility for the Equipment subject to Contract and responsibility for any contents and it is advisable to purchase all risks insurance.

6 Warranties and Liability

6.1 Icecool Trailers warrants to the Customer that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification.

6.2 Icecool Trailers shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

6.3 Icecool Trailers shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Icecool Trailers' obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond Icecool Trailers' reasonable control.

6.4 Except in respect of death or personal injury caused by Icecool Trailers' negligence, or as expressly provided in these Terms, Icecool Trailers shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Icecool Trailers, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Customer, and the entire liability of Icecool Trailers under or in connection with its contract shall not exceed the amount of Icecool Trailers' charges thereunder, except as expressly provided in these Terms.