

# Big Fridge Ltd

## HIRE AGREEMENT GENERAL TERMS & CONDITIONS – Page 1

### 1. DEFINITIONS

- 1.1 The “Contract” shall be in order of priority, the Schedule/Quote, these Terms and Conditions and any correspondence..
- 1.2 The “Hire Period” shall be as set out in Clause 4.
- 1.3 The “Hirer” shall be the Company, firm, person or corporation or public authority taking the Owner’s Equipment on hire.
- 1.4 “Equipment” covers all classes of plant, machinery, vehicles, trailers, equipment and accessories therefore, which the Owner agrees to hire to the Hirer as more particularly described in the Schedule/Quote.
- 1.5 The “Owner” shall be Big Fridge Limited.
- 1.6 The “Site” is the premises where the Equipment is to be delivered to as directed by the Hirer.

### 2. EXTENT OF CONTRACT

No conditions other than those specifically set out in this Contract shall be deemed to be incorporated in, or to form part of the Contract, or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any Equipment pursuant to the Contract. The Contract is the entire agreement between the parties and the Hirer confirms that it has not entered into the Contract on the basis of any representations that are not set out in writing and signed by the Owner. Any attachments to the Contract must be signed by a duly authorised representative of both the parties.

### 3. FORMATION OF CONTRACT

The Contract between the Owner and the Hirer shall be formed and these terms shall be deemed to have been accepted when the Equipment is delivered to the Site or on earlier signature of the Hirer. If not already signed, the Contract must be signed at the time of delivery of the Equipment to the Site.

### 4. COMMENCEMENT AND TERMINATION OF HIRE

- 4.1 The Hire Period shall commence on delivery of the Equipment to the Site as specified in Clause 3.
- 4.2 The Hire Period shall continue until the Equipment is returned to the Owner’s named depot or other location nominated by the Owner.

### 5. MAINTENANCE INSPECTION BY HIRER

- 5.1 During the Hire Period the Hirer shall check on a regular basis the temperature gauge and shall report immediately to the Owner if it appears to the Hirer that the Equipment is not functioning correctly.
- 5.2 Throughout the Hire Period the Hirer shall be responsible for the safe keeping of the Equipment and shall notify the Owner of any damage to the Equipment, howsoever caused.
- 5.3 In the event that the Equipment is returned in damaged condition (for which the Hirer is responsible) the Hire Period shall be deemed to be extended until such time as the Equipment is repaired and returned to a hireable state or 28 days from the date it is confirmed that Equipment is damaged beyond economic repair.

### 6. TERRAIN

The Hirer shall at its own expense provide and maintain for the duration of the Hire Period a level flat hard standing area for the Equipment with adequate vehicular access to and from the public highway.

### 7. CHARGING RATES

- 7.1 The rate of hire is specified in the Schedule/Quote.
- 7.2 If the Hirer has an agreed credit account, payment shall be made within 30 days from date of invoice.
- 7.3 If the Hirer does not have an agreed credit account payment shall be made as follows:-
  - i) The Hirer shall pay the deposit specified in the Schedule/Quote and shall pay any balance due in respect of the initial Hire Period upon receipt of an invoice.
  - ii) If the Hire Period initially agreed is extended the Hirer shall pay additional hire charges immediately upon receipt of an invoice.
- 7.4 Where there is a breakdown of the Equipment, for which the Owner is responsible, a rebate will be given.
- 7.5 Where the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 apply interest will be charged in accordance with the provisions of that Act.
- 7.6 In all other cases if any invoice is not paid in accordance with the terms of the Contract the Owner may at its option claim interest at a rate of 3% above Bank of England base rate.

### 8. COST OF TRANSPORT

The Hirer shall pay the cost of delivery and collection of the Equipment at the rate specified in the Schedule/Quote.

### 9. CHANGE OF SITE/EQUIPMENT

- 9.1 The Equipment shall not be moved on or from the Site without the prior written permission of the Owner.
- 9.2 The Hirer shall not remove, deface or cover up the Owner’s nameplate or mark on the Equipment indicating that it is the Owner’s property or alter the Equipment in any way without the prior written consent of the Owner.
- 9.3 Under no circumstances is the Equipment to leave mainland UK.

### 10. HIRER’S RESPONSIBILITY FOR LOSS AND DAMAGE

- 10.1 The Hirer shall indemnify the Owner in respect of all loss or damage whatsoever or howsoever arising by reason of the Hirer’s breach of the Contract or any part thereof.

### 11. INSURANCE

- 11.1 The Hirer shall obtain an all risks fully comprehensive policy of insurance to cover the Equipment throughout the Hire Period.
- 11.2 The Hirer shall upon request produce to the Owner evidence of the policy and that the premium has been paid.
- 11.3 The Hirer shall be responsible for insuring the contents placed in the Equipment during the Hire Period.

### 12. GOVERNMENT REGULATIONS

During the Hire Period the Hirer shall comply with all relevant Legislation and Regulations affecting the use of the Equipment.

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### **13. SERVICING AND INSPECTION BY OWNER**

The Hirer shall at all reasonable times allow the Owner, its authorised representatives to have access to the Equipment to enable the Owner to inspect, test, adjust, repair or replace it. So far as reasonably possible, any work required will be carried out at times convenient to the Hirer.

### **14. BREAKDOWN, REPAIRS AND ADJUSTMENT**

- 14.1 Any breakdown to the Equipment must be notified immediately to the Owner. Any allowance against Hire Charges will only be considered from the time and date of notification.
- 14.2 Except for the changing of any tyre and the repair of punctures the Hirer shall not repair the Equipment without the written authority of the Owner. The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed/repared without awaiting authorisation from the Owner.
- 14.3 The Hirer is responsible for all costs incurred in the changing or replacement of any tyre and the repair of any puncture during the Hire Period.

### **15. NOTICE OF ACCIDENTS**

If the Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office. The Hirer shall not make any admission, offer, promise or payment or indemnity without the Owner's consent in writing.

### **16. RETURN OF PLANT FOR REPAIRS**

- 16.1 If during the Hire Period the Owner 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 choice.
- 16.2 Where Clause 14 applies the Owner shall endeavour to replace the Equipment with similar Equipment if it is available. If there is no similar Equipment available, the Owner may by written notice to the Hirer, determine the Contract forthwith.

### **17. LIMITATION OF LIABILITY**

- 17.1 In the event of any failure of the Equipment whatsoever or howsoever caused the Owner's liability to the Hirer shall be limited to replacing the Equipment for the duration of the Hire Period or, at its option paying the Hirer an amount not exceeding the charges paid or payable under the Contract for the duration of the Hire Period.
- 17.2 Save in respect of personal injury or death caused by the negligence of the Owner the Owner shall not in any circumstances be liable to the Hirer for any loss direct or consequential of whatever nature resulting from any breach of the Owner either at common law or under statute including any representations inducing the Hirer to enter into the Contract.

- 17.3 The Hirer is recommended to cover any potential loss or damage by effecting a policy of insurance.

### **18. FORCE MAJEURE**

The Owner shall not be liable for any failure to perform the Contract whether in whole or in part if this failure is caused by any inability to secure labour, materials, or supplies or by any act of God, riot or civil commotion, strike, lockout, fire, flood, drought, act of Government or any cause whatever outside the Owner's direct control and either party shall have the right to give notice in writing to the other to repudiate the Contract.

### **19. PROTECTION OF OWNER'S RIGHTS**

- 19.1 The Owner may terminate the Contract by notice with immediate effect if:-
  - 19.1.1 The Hirer breaches the terms and conditions of this Contract; or
  - 19.1.2 any distress or execution is levied against the Hirer or the Hirer becomes insolvent, or an Order is made or a Resolution is passed for the winding up of the Hirer (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver, or receiver is appointed in respect of the whole or any part of the Hirer's assets or business, or if the Hirer makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 19.2 The Owner is thereon entitled to re-take possession of the Equipment and for that purpose to enter any premises where the Equipment may be.

### **20. ASSIGNMENT OF RIGHTS/THIRD PARTY RIGHTS**

- 20.1 The Hirer shall not assign or transfer its rights and obligations under the Contract unless approved in writing by the Owner.
- 20.2 The Contracts (Rights of the Third Party) Act 1999 shall not apply to this Contract.
- 20.3 The Hirer shall not re-hire, sub- let or lend the Equipment to any other party without the prior written permission of the Owner.

### **21. LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the High Court of England and Wales, including the CPA Model conditions 2011.