

CONDITIONS OF HIRE



The hirer agrees to the terms and conditions of hire as outlined in this agreement, and are the only conditions upon which the hirer may hire a coolroom/freezer from Surely Cool.

1) Use of Equipment

The hirer shall at all times use the coolroom/freezer in a proper and responsible manner.

The coolroom/freezer is not to be moved by the hirer to any other position/location.

The coolroom/freezer is not to be sub-let.

Where the coolroom/freezer is to be kept on public property/land it will be the hirer's responsibility to obtain the necessary local council permit/s to do so and Surely Cool will require a copy of such permit/s prior to delivery. Any fine/fee/penalty incurred by the coolroom/freezer being incorrectly positioned will be paid by the hirer.

2) Hiring Charges /Deposit/Hire Duration

All hire charges are payable prior to delivery of the coolroom/freezer, **unless organised otherwise with Surely Cool. An \$80 deposit is required to secure booking once confirmed.** The hire date/s and delivery address will be clearly stated on the invoice, it is the hirer's responsibility to check these details are correct, should there be any costs incurred by incorrect dates or delivery address details the hirer will pay these costs. The hirer agrees to allow Surely Cool's representative to collect the hired coolroom/ freezer at the end of the hire / rental period from the respective private property without hindrance. Surely Cool accepts eftpos, VISA and MasterCard, cash and money transfers.

3) Cancellations/Refunds

Cancellations by the hirer more than Fourteen (14) days prior to the delivery date will be refunded full hire charges minus an **\$80 administration fee.** Cancellations within Fourteen (14) days of booking date will not be eligible for a refund.

Surely Cool may need to cancel a booking should a unit become unavailable and cannot be replaced with another. A full refund will be given (if applicable) should this event occur.

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4) Cleaning

Upon completion of hire, the inside of the coolroom/freezer must be properly cleaned by the hirer. If a coolroom/freezer is returned in a dirty condition in the opinion of Surely Cool, it shall be cleaned at the cost of the hirer. A minimum cleaning charge of \$45 (includes GST) will be charged.

5) Damage to Equipment

The Hirer agrees to accept liability for any damage for any reason to the coolroom/freezer while under the hire period, except loss or damage which is caused by reasonable wear and tear. The hirer will be liable for all costs incurred in recovery and repair of the coolroom/freezer. **(is this correct if they are paying the insurance excess fee below?)**

The hirer agrees to pay any/an insurance claim excess fee (at present \$500) in the event of an accident no matter what the reason/situation/fault, and also pay for any damage repairs and/or cleaning costs which will be debited from the hirer. Should the accident be the fault/reason of the mobile coolroom/freezer trailer the \$500 will be refunded.

6) Damage to Property or Person

The hirer shall be responsible for the actions of any person/s using the coolroom/freezer for loss or damage to property or person caused by that person's use of the coolroom/freezer for any reason whatsoever during the period of hire and the hirer shall indemnify Surely Cool in respect of all claims damages and expenses in relation thereto.

It is the hirer's responsibility to be satisfied that the equipment hired is suitable for the work intended. In the event of a breakdown or failure of the equipment the hirer shall notify Surely Cool immediately and on no account repair or attempt to repair the equipment without the prior consent of Surely Cool.

In the event that such breakdown or failure is caused by reasonable wear and tear and not by the hirers negligence or misuse or any other reason whatsoever Surely Cool will repair or replace the coolroom at no cost to the hirer and will refund the hirer for the period of breakdown if a replacement or repair cannot be effected immediately.

If the breakdown is from the negligence or misuse of the hirer (e.g. No power, over stocking, door left open) an \$80.00 call out fee (covers the first (1st) hour) and \$60 per hour fee thereafter will be charged for corrections or repairs.

Surely Cool is unable to provide cover for stock loss, therefore it is the hirers' responsibility to relocate perishable stock should a breakdown occur and therefore in no event shall Surely Cool be responsible for any expenditure, damages and/or loss incurred by hirer arising out of breakdown or failure of the equipment whether caused by fair wear and tear, negligence on the part of Surely Cool or any other reason whatsoever.

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8) Termination of hire by Surely Cool (owner)

Surely Cool may, notwithstanding within the specified period of hire and notwithstanding any waiver of some previous default forthwith terminate the hire / rental agreement and repossess the equipment in any of the following events.

- a) If the hirer shall fail to pay any hiring charge within thirty (30) days of the due dates.
- b) If the hirer shall do or permit any act or thing whereby the owner's rights in the equipment may be prejudiced.
- c) If the hirer should become or be made insolvent or bankrupt or make any arrangement or composition with his creditors or in the case of a hirer being a limited company, should an order be made or a resolution passed for the winding up of such company.
- d) If the hirer commits any breach of this agreement. For the purpose of repossessing the equipment, the owner may enter into or upon any premises where equipment may be without prejudice to the rights of the owner to recover from the hirer any moneys due hereunder or any damages for breach hereof and the hirer indemnifies the owner in respect of any claims, damages or expenses arising out of any action taken under this clause.

9) Delivery and Removal of Coolroom/Freezer

The hirer authorises Surely Cool to bring its vehicle/freezer/coolroom onto his/her property to deliver and/or recover the vehicle/coolroom/freezer hired at the end of the hire/rental period. Surely Cool shall not be responsible to the hirer or any third parties for any damage or claims whatsoever, that may result during the delivery or collection of the vehicle/freezer/coolroom hired.

Should you require a coolroom/freezer delivered after 5PM a full days/night's rental is payable.

10) Authority to Sign This Agreement

The person signing the rental/hire agreement for and on behalf of the hirer (if not personally the hirer) warrants that they have the authority of the hirer to make the rental/hire agreement on the hirer's behalf and that they are empowered by the hirer to enter into the rental/hire agreement and are at least 18 years of age. The person so signing hereby indemnifies Surely Cool of the hired equipment against all losses and costs that maybe incurred, arising out of the person signing failing to have such power or authority. This Agreement may not be transferred or assigned to any other party without the consent of Surely Cool. The hirer must provide photo identification.

11) Payment of the Accounts

Invoices are to be paid 14 days prior to booking dates, where booking is made within this 14 day period invoice is to be paid when booking.

In the event that the hirer does not settle the account in the agreed manner, and Surely Cool deems it necessary to employ either a solicitor or collection agency to assist with the recovery of payment then the hirer understands and specifically agrees that any monies incurred by Surely Cool in this

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recovery will be payable by the hirer. These fees include all reasonable commissions, legal fees and disbursements.

Surely Cool reserves the right to charge interest at the rate of 10% on the total amount owing, each 14 days, on any amount outstanding past the hire dates.