

TERMS AND CONDITIONS OF HIRE

Frostbite Refrigeration

1. DEFINITIONS AND LAW 1.1 The Company (We/Us): Means Frostbite Refrigeration, its individual members, or associated companies. 1.2 The Hirer (You): Means any company, firm, person, or public authority contracting with the Company. 1.3 Governing Law: This Contract is governed by and interpreted in accordance with English Law. 1.4 Statutory Rights: These Conditions do not affect the statutory rights of a consumer under the Unfair Contract Terms Act 1977.

2. LIMITS OF LIABILITY & STOCK LOSS (IMPORTANT) 2.1 General: We are not liable for delays beyond our control or indirect losses such as loss of profit, business, or wasted expenses. 2.2 Stock Exclusion: The Company shall not be liable for any loss of or damage to stock or goods stored within the Equipment, regardless of the cause (including mechanical breakdown or power failure). 2.3 Insurance Requirement: The Hirer is strictly advised to maintain their own insurance for all stock.

3. PAYMENT TERMS AND STATUTORY LATE PENALTIES 3.1 Standard Payment Window: Payment for all hire services is strictly due within 28 days of the invoice date. 3.2 Chargeable Duration: Hire charges continue until the Equipment is restored to us in a clean and serviceable condition. All time is chargeable, including Saturdays, Sundays, and Bank Holidays. 3.3 Automatic Late Payment Fees: If payment is not received within the 28-day period, the following one-off fees will be applied based on the total value of the unpaid invoice:

- Invoices up to £999.99: A fixed late fee of £90.00 will be added.
- Invoices of £1,000.00 to £9,999.00: A fixed late fee of £150.00 will be added. 3.4 Accruing Interest: In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, we reserve the right to charge daily interest on overdue amounts at 8% above the Bank of England base rate. 3.5 Recovery Costs: You will pay any charges we reasonably incur in the recovery of money or the re-possession of Equipment.

4. CONTRACT FORMATION & CANCELLATION

4.1 Binding Contract: Once you have signed a booking form, confirmed via email, or used a digital signature, you have entered a binding contract for the full value of the hire.

4.2 Liability: You remain liable for the full amount stated in the Contract, regardless of whether you subsequently take delivery of the Equipment. For long-term hires (exceeding 28 days), this liability covers the entire fixed term agreed upon at the point of booking to account for the Company's loss of bargain and allocated fleet capacity.

4.3 Consumer vs. Business Rights: Private individuals (consumers) may have a statutory 14-day right to cancel, provided the hire has not commenced and no Equipment has been delivered. For the avoidance of doubt, this statutory "cooling-off" period does not apply to business-to-business (B2B) contracts. All business customers are bound by the terms of Section 4.1 and 4.2 from the moment the contract is formed.

4.4 Mitigation of Loss: While the Company may, at its absolute discretion, attempt to re-hire the Equipment to mitigate the Hirer's loss, the Hirer remains liable for the full balance of the original contract value plus any administrative or logistical costs incurred due to the cancellation.

5. DELIVERY, CARRIAGE AND SITE CONDITIONS 5.1 Carriage: Hire charges do not include delivery/collection unless stated. Extra charges apply for failed attempts due to Hirer acts or omissions. 5.2 Ground Surface & Third-Party Claims: It is the Hirer's sole responsibility to provide firm, level ground. The Hirer agrees to indemnify Frostbite Refrigeration against any claims for damage to property or surfaces (e.g., driveways or lawns) made by third parties (including landlords or venue owners). By directing the Company to a specific location, the Hirer warrants they have the necessary permissions and take full financial responsibility for any resulting surface damage. 5.3 Relocation: Equipment must not be removed from the site originally specified without our prior written consent.

6. SAFETY, INSTRUCTIONS AND ACCESS 6.1 Instruction: You must ensure all persons using the Equipment are properly instructed in its safe use. 6.2 Safety Protocol: It is mandatory for users to carry a mobile phone when entering the unit. 6.3 Settings: Operators must not adjust settings unless previously authorised and guided by the Company via phone or video link. 6.4 Access: You authorise us to enter any land or premises where we believe Equipment to be in order to inspect, test, repair, or repossess it.

7. ELECTRICAL EQUIPMENT 7.1 Supply: The Hirer must provide a suitable power supply and comply with the Electricity at Work Regulations 1989. 7.2 Safety: Equipment must be correctly earthed. Temporary plug changes must be performed by a competent person and returned to the original condition.

8. RESPONSIBILITY OF HIRER 8.1 Duration: Your responsibility begins upon delivery and ends only when we have collected the Equipment and issued an unqualified receipt. 8.2 Safekeeping: You are responsible for protection against the elements, theft, vandalism, or improper use. 8.3 Indemnity: You indemnify us against every expense, liability, or claim (including death or injury) arising from the delivery, use, or non-use of the Equipment.

9. INSURANCE, REPAIRS AND DAMAGE 9.1 Individual Repair Charges: For any damage that is not a total loss, the Company will quote repairs individually based on the specific work required. You will pay all costs incurred in rectifying any Equipment returned damaged or unclean. 9.2 Replacement cost: You must pay the full replacement cost for any Equipment lost, stolen, or damaged beyond economic repair. 9.3 Financial Loss: You will pay for all financial losses we incur (including loss of hire income) until rectification is complete or the replacement cost is paid.

10. MAINTENANCE AND ACCIDENTS 10.1 Reporting: Any breakdown or unsatisfactory working must be immediately notified to us. Under no circumstances should you attempt repairs unless authorised. 10.2 Accidents: You must notify us immediately if the Equipment is involved in any accident involving injury or property damage.

11. TERMINATION OF HIRE 11.1 Breach: We may terminate the Contract and repossess Equipment immediately if you breach any term or if your solvency is called into question.

12. ICE MANAGEMENT AND DEFROST RESPONSIBILITY 12.1 Internal Operation: The Equipment is designed to manage internal frost through automated timed defrost cycles. 12.2 External Accumulation: The Hirer acknowledges that ice can naturally form on external

components, including door frames and seals, due to environmental conditions or frequent opening. 12.3 Hirer Obligations: It is the Hirer's sole responsibility to monitor and manage this ice build-up throughout the hire period to ensure the unit remains airtight. 12.4 Exclusions and Charges: The Company shall not be liable for temperature fluctuations or stock loss resulting from the Hirer's failure to manage ice. Service call-outs for ice clearing are fully chargeable.

13. PRICE MATCH GUARANTEE & LOGISTICS 13.1 Scope: We may, at our absolute discretion, offer to match a written quote from a VAT-registered competitor within the North West. This applies only to the "Base Hire" rate of an equivalent-specification trailer. 13.2 Logistics Exclusion: Our Price Match Guarantee does not apply to delivery, collection, or installation fees. Frostbite Refrigeration reserves the right to charge our standard mileage and labour rates for all required journeys regardless of competitor delivery offers. 13.3 Right of Withdrawal: We reserve the right to withdraw a price match offer or decline a booking if the location or logistical requirements make the contract commercially unviable for the Company.

14. CROSS-HIRE AND THIRD-PARTY CONTRACTS 14.1 Principal Debtor: The Hirer enters this Contract as a "Principal" and not as an agent. The Hirer remains solely responsible for the payment of all invoices, regardless of whether they have been paid by their own end-client or a third party. 14.2 Non-Payment: The Hirer's obligation to pay is not contingent upon receiving payment from any third party. 14.3 Responsibility for Damage: In cases of cross-hire or sub-hire, the Hirer remains 100% liable to Frostbite Refrigeration for any loss, theft, or damage to the Equipment, and all third-party property claims.