



Terms & Conditions of Hire

1. Parties to the Contract and Definitions

1.1 We are Cairston Limited trading as IceBox UK. Our Registered Company No. is 5207877 and our Registered Office address is South House, 4 Bond Avenue, Bletchley, MK1 1SW. Our business address is IceBox Cabin, Old RAF Buildings, Dorcas Lane, Stoke Hammond, MK17 0EA. Our contact details are Tel: 0333 6000 800 / Email: hq@iceboxuk.com

1.2 We are, for the purposes of this contract, referred to herein as "IceBox", "we", "our" or "us".

1.3 You are the person or body corporate who is hiring from us a trailer and, for the purposes of this contract, you may be referred to herein as "you", "your" or "Hirer".

1.4 These terms shall apply to the hire of any trailer and all products and services that we supply to you. We may change these terms without notice to you in relation to any future hire.

1.5 Any reference to trailer(s) includes any and all accessories, equipment and additional products supplied with the trailer(s) as part of the hire.

2. Availability | Price Of The Hire Service

2.1. All trailers are subject to availability at the time of your order. If, between receipt of your order and the commencement of your hire, the trailer you have ordered becomes unavailable, we shall:

2.1.1. where possible, substitute the trailer booked for a trailer in a higher category (similar or larger in size with similar or higher spec refrigeration capabilities) at no extra cost to you;

2.1.2. inform you at the earliest opportunity and, where possible, offer you an alternative trailer which may be of a lower category (smaller in size and/or with lower spec refrigeration capabilities) and arrange for an immediate refund of the difference in pricing between the trailer booked and trailer supplied providing all monies due to us have been paid by you at the point of notification;

2.1.3. inform you at the earliest opportunity and arrange to cancel the booking and for an immediate refund of all monies paid to us to be made to you.

2.2. We accept neither responsibility nor liability to pay any compensation, costs or expenses where the performance of your contract with us is prevented or affected or where you otherwise suffer any loss or damage as a result of events beyond our reasonable control. This includes, but is not limited to, any delays to and/or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, we will provide a full refund as described in 2.1 (iii) above, and we shall be under no further liability in this regard.

2.3. We shall make every effort to ensure that prices and descriptions shown in our quotation or on our website are accurate at the time that you place your order.

3. Booking | Payment | Cancellation

3.1. An initial non-refundable booking deposit will be required to confirm a booking. This will be forfeited in the event of your cancellation or failure to provide full payment or documents required in accordance with these terms and conditions. Balance of the hire charges will be due four weeks prior to delivery.

3.2. Unless otherwise agreed in writing, the trailer will not be made available to you until we are in receipt of cleared funds in respect of all sums due and payable to us for the hire services.

3.3. We may, at our sole discretion, request the provision of forms of identification in order to verify proof of identity and/or address. Notwithstanding the payment of all sums owing to us in respect of the hire period, the trailer will not be made available to you until we are reasonably satisfied with the forms of identification provided and the trailer will not be released until all such documents have been produced to our satisfaction.

3.4. Payments for any extensions to the original period of hire stated on the Booking Summary & Contract of Hire documentation are required in advance and cleared funds must be provided to us prior to the commencement date of any extension period.

3.5. All payments shall be made by bank transfer within the time frame required. Where we permit payment to be made by credit card, we will make a charge of 2.5% of total charges due in respect of each payment made by business credit card. There is no charge for debit cards.

3.6. IceBox reserves the right to charge 5% over Lloyds Bank PLC bank base rate on all overdue amounts.

3.7. If payment of any monies owed to us by you is not made in accordance with these terms, you will be deemed to have requested the termination of the contract and you

hereby acknowledge and agree that the trailer reserved for you at the time of your order may be released by us and hired to any other customer without liability to you.

3.8. Cancellations by you must be made in writing to us by email to hq@iceboxrental.co.uk. The table below shows cancellation penalties applicable.

- Cancellation up to 4 weeks prior to delivery will result in the loss of the pre-paid deposit
- Cancellation made within 4 weeks of delivery will result in 75% of the total hire cost being payable
- Cancellation made within 2 weeks of delivery will result in 100% of the total hire cost being payable

4. Booking Amendments

4.1. If you wish to change any details relating to a confirmed booking, all such changes must be requested in writing at least 14 days prior to the contracted delivery date. IceBox will try to accommodate any changes requested but cannot guarantee to be able to do so.

4.2. Any additional costs resulting from the requested booking amendment(s), i.e. extended rental period, additional equipment, change of delivery/collection address, will be advised to you and immediate payment will be required in order to confirm the booking amendment(s).

4.3. All booking amendments will incur an amendment fee of £30 + vat which is payable immediately upon acceptance by IceBox of the requested booking amendment.

5. Manpower | Access | Siting | Wait Time

5.1. If delivery and collection of the trailer could reasonably be expected to require more than one person for any reason whatsoever, you should provide a minimum of 7 days advance notice to IceBox to enable a second person to be dispatched with the trailer delivery and/or collection. Additional manpower will be charged at £40/hr + vat from base to return to base for each of the delivery and collection process as applicable.

5.2. We will require clear unrestricted access to the siting point. There should be a minimum road width of 3m and height clearance of 3m.

5.3. A flat, level hard standing area will be required to site the trailer on with power no more than 15m from the trailer. We will, at our sole discretion, select a suitable alternative siting point should the requested site be, in our sole opinion, unsuitable. If the trailer is to be sited in a building or marquee, then adequate ventilation must be available to maintain an ambient temperature of no more than 22 degrees centigrade.

5.4. Once we are on site to deliver or collect the trailer and its associated equipment, an allowance of 30 minutes is permitted in order to facilitate the delivery / collection process including the connecting to / disconnection from power source and obtaining signatures in respect of the Trailer Hire Condition Form (pre and post rental). Any additional time required to complete the delivery and collection process will be chargeable at £30 + vat per hour or part thereof.

5.5. Should any on site delays impact the delivery or collection schedule of the IceBox representative, we reserve the right to remove the trailer from site. An abortive fee of £75 + vat will be charged in addition to any additional costs resulting from the abortive delivery / collection of the trailer including but not limited to redelivery costs.

6. Delivery of the Trailer

6.1. We will prepare a Trailer Hire Condition Form which will specify the details of the trailer being hired, together with a summary of any damage noted by us prior to the commencement of your hire period. At the point of delivery you, or your designated on-site contact, will be required to conduct a pre-rental inspection of the trailer and to sign the Trailer Hire Condition Form to agree and accept the condition of the trailer upon delivery. Any person acting on your behalf will be deemed to be doing so with your authority. Failure to provide an authorised signature for the trailer at point of delivery will result in the removal of the trailer and the loss of any monies paid.

6.2. Trailers are delivered and collected on the dates specified on the Booking Summary & Contract of Hire or if applicable on the Contract of Hire Extension form. Delivery/Collection is made anytime between 08:30 hrs to 17:30 hrs unless you have requested an AM/PM time slot shown under Optional Extras. IceBox cannot be held responsible for any circumstances outside of their control which cause delays to delivery and/or collection of the trailer and/or equipment. IceBox will endeavour to contact you to advise of any such changes to the delivery / collection.

7. Rental Period Responsibility & Extension of Hire

7.1. The period of hire shall commence on the Initial Hire Start Date shown on the Booking Summary & Contract of Hire and shall end on the Hire End Date shown on the Booking Summary & Contract of Hire or, if the Initial Hire Period is extended in accordance with these terms, on or as close to the Revised Hire End Date as shown on the Contract of Hire Extension.

7.2. In all instances, the granting of any extension requests to the Initial Hire Period shown on the Booking Summary & Contract of Hire will be at our sole discretion and such requests must be made by email to IceBox using email address hq@iceboxuk.com providing a

minimum of two working days notice prior to the Hire End Date as shown on the Booking Summary & Contract of Hire.

7.3. If we agree to your request to extend the Initial Hire Period, we shall do so in writing and will require the completion of our Contract of Hire Extension form prior to the Hire End Date as shown on the Booking Summary & Contract of Hire. all requests to extend the hire period must be made in advance. Unauthorised extensions to the rental period are not permitted and will result in additional charges being incurred.

7.4. You shall during the continuance of the hire contract and any extension thereto:-

7.4.1. take all steps to ensure that the trailer is secure from theft or damage at all times;

7.4.2. maintain the refrigerated trailer and its associated equipment in the condition in which it was delivered and carry out regular cleaning of the trailer and its associated equipment in order to comply with environmental health regulations;

7.4.3. indemnify us against all fines, penalties and liabilities incurred by virtue of your use of the trailer and/or additional equipment supplied or arising by virtue of any non-compliance or contravention of any transport, traffic or other law or regulations, together with any costs or expenses relating thereto incurred by such use of the trailer and/or additional equipment supplied;

7.4.4. accept liability for damage to or loss of the trailer including any and all accessories and additional equipment supplied on a like for like manufacturer basis;

7.4.5. pay us the full replacement cost of the trailer and/or additional equipment supplied in the event of theft/loss of the trailer and/or additional equipment supplied;

7.4.6. pay the prorated daily hire rate for Loss of Use whilst the trailer and/or additional equipment is being repaired or until a replacement has been obtained and for each day until such sums have been settled in cleared funds in full;

7.4.7. not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the trailer and/or additional equipment supplied or part thereof nor attempt or purport to do so;

7.4.8. not remove or interfere with any identification marks, livery or plates affixed to the trailer;

7.4.9. take all necessary steps at your own expense to retain and recover possession and control of the trailer of which you lose possession or control.

7.5. You may not under any circumstances;

- alter or modify the refrigeration trailer unit and its associated equipment
- remove the refrigeration trailer unit and its associated equipment
- deny access to IceBox to the refrigerated trailer unit and its associated equipment
- sub-let, re-hire, or sell the refrigerated trailer unit or its associated equipment

8. Collection of the Trailer

8.1. Unless otherwise agreed, collection of the trailer shall be made by us on or as close to the Hire End Date shown on the signed Booking Confirmation & Contract of Hire or, if the Initial Hire Period is extended in accordance with the terms herein, on or as close to the Revised Hire End Date as shown on the Contract of Hire Extension. Collections will be made anytime between 08:30 hrs to 17:30 hrs unless you have requested and paid for a 'AM' or 'PM' delivery time slot on the Booking Summary & Contract of Hire.

8.2. The trailer must be empty, clean and available for collection in accordance with these terms. IceBox cannot be held responsible for any circumstances outside of their control which causes delays to the collection of the trailer and/or equipment. IceBox will endeavour to contact you to advise of any such changes to the collection.

8.3. You or your designated on-site contact must be available to inspect and agree the condition of the trailer with us at the point of collection. Any person who opts to act on your behalf will be deemed as doing so with your authority. Failure to provide an authorised signature for the trailer at point of collection or if the trailer is left unattended for collection will lead to any and all new damages or losses to the trailer and/or additional equipment supplied (including but not limited to the provision of replacement keys) being charged to you with payment for such charges being required on demand.

8.4. Please note that no refund or other discount will be given where the trailer is returned early.

9. Trailer Return Standards

9.1. The trailer and/or equipment supplied must be returned to us in a clean condition unless you opt to take our 'Return Dirty Fee' as stated on the Booking Summary & Contract of Hire. All contents and packaging must be removed from the trailer prior to our arrival for collection and the inside of the trailer should be cleaned and washed. Any trailers and/or equipment returned in a dirty condition will incur a cleaning charge of £60 + vat to cover cleaning/disinfecting.

9.2. If you opt to take the Return Dirty option on the Booking Summary & Contract of Hire and you pay the required fee for this service in full prior to commencement of hire, trailers and all supplied equipment (excludes BBQ hire) may be returned in a 'dirty' condition in line

with normal reasonable use. Excessive cleaning will be charged for in instances where the return condition of the trailer falls outside the scope of normal reasonable use, i.e. excessive mud, food stuffs/fats/oils to interior of trailer. All trailers must be empty of food/drink/consumables at point of collection.

10. Cooler Box Return Standards

10.1. Cooler Boxes must be fully cleaned and returned in the condition supplied at the commencement of hire. Cooler Boxes returned in a dirty condition will be subject to a cleaning charge of £45 + vat to cover cleaning and disposal of any remaining contents.

11. Self-Tow / Trailer Movement

11.1. We do not permit self tow or movement of the trailer unit. The trailer will be delivered to the location requested by you on this Booking Summary & Contract of Hire and fitted with anti-theft devices. All security keys will be retained by the IceBox representative. Any loss or damage of these items will be charged for. Trailer keys at £25 + vat. Wheel Clamps at £145 + vat. Hitch Locks at £85 + vat. Unless otherwise stated in writing, the trailer may not be moved.

12. Damage / Theft Liability

12.1. Your liability for any and all accidental damage to the trailer and/or supplied equipment is limited to £3000. This liability may be reduced to £300 when the Damage Liability Reduction product is requested by you on the Booking Summary & Contract of Hire and the relevant fee is paid by you prior to commencement of the hire period. Your liability may not, under any circumstances, be reduced after the trailer has been delivered. Damage to the trailer and/or supplied equipment caused by negligence or willful actions remains your liability in full.

12.2. Your liability in respect of theft / loss of the trailer and/or supplied equipment is the full market replacement value of the trailer and/or supplied equipment.

12.3. Your liability for the trailer remains in force from point of delivery until such a time as the trailer is collected or up to one working day from the agreed collection date (whichever is the sooner);

12.4. Loss of use charges will also apply for the duration during which the trailer may not be rented due to damage or loss sustained during your rental.

13. Insurance

13.1. No liability is accepted by IceBox in respect of loss or damage to any and all goods stored in the trailer howsoever caused. It is recommended that you arrange for suitable

insurance to safeguard your position in this regard. During the period of hire, trailers will be used entirely at the Hirer's own risk.

14. Indemnity

14.1. You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity basis, suffered or incurred by or awarded against us and arising directly or indirectly as a result of any breach or default on your part in the discharge of your obligations under this hire contract.

15. Admin Fee

15.1. We reserve the right to charge an administration fee to cover our costs resulting from breach of contract and/or damage caused during rental.

16. Loss Recovery

16.1. Any breach of contract terms and conditions will result in loss recovery actions being instigated. You will be responsible for any costs incurred in the carrying out of any recovery activity including but not limited to any legal costs.

17. Our Liability to You

17.1. We make no warranties, express or implied, in relation to the accuracy of information on our website and any material downloaded from our website is at your own risk and we shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.

17.2. Nothing in these terms shall restrict our liability to you for: -

- death or personal injury caused by our negligence;
- liability for defective products under the Consumer Protection Act 1987;
- fraudulent misrepresentation.

17.3. We shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow our or manufacturer instructions (whether oral or written), misuse or alteration or repair of the trailer without our prior approval.

17.4. In no event shall we be liable to you for any damages, including any loss of profits or prize funds, entry fees, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the hire services even if we have been advised of the possibility of such damages.

17.5. Nothing in these terms shall affect your statutory rights as a consumer. If you are in any doubt as to the extent of your statutory rights as a consumer you should seek your own independent legal advice from an appropriately qualified person. If you have any other complaint about the hire services, you should notify us in writing at the address or e-mail address above.

18. Waiver

18.1. Any failure by us to exercise, or any delay in exercising any of our rights under these Terms and Conditions or failure or delay in enforcing compliance with any clause of these Terms and Conditions shall not operate as a waiver or variation of that or any other such right; and no act or course of conduct or negotiation on our part or on our behalf shall in any way preclude us from exercising any such right or constitute suspension or variation of any such rights.

19. Default

19.1. IceBox reserves the right to remove all hired equipment without advance notice if you fail to meet the agreed payment terms.

19.2. Any expenses incurred by us in repossessing the equipment or in recovering possession of the trailer upon default of performance by you under these terms will be payable by you to us upon demand.

20. Ownership

20.1. The trailer shall at all times remain the property of IceBox and you shall have no rights to the trailer other than as Hirer. You shall not do or permit or cause to be done any matter or thing whereby our rights in respect of the trailer are or may be prejudicially affected.

21. Data Protection

21.1. We shall take all reasonable care to ensure that we comply with our obligations under the Data Protection Act 1998 so that details of your order and payment are kept secure. However, unless we are negligent, we shall not be liable to you for any unauthorised access to information supplied by you.

21.2. We shall only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise.

21.3. Please read our Privacy Policy which sets out the purposes for which we intend to process your personal data. Our Privacy Policy can be found on our website at www.iceboxrental.co.uk/privacy-policy

22. Assignment

22.1. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these terms upon notification to you.

23. Severability

23.1. If any clause of these Terms and Conditions or the application thereof to any party or circumstance shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of these Terms and Conditions shall not be affected thereby.

24. Third Party Rights

24.1. None of the provisions of these Terms and Conditions of Business and any Schedule thereto is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of IceBox who shall be entitled to enforce the provisions of these Terms and Conditions of Business and any Schedule thereto as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

25. Governing Law

25.1. These Terms and Conditions are governed and construed in accordance with English Law and the English Courts shall have exclusive jurisdiction in the event of any disputes arising in connection with these Terms and Conditions and you and IceBox agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

Cairston Limited t/as IceBox.

Registered Office: South House, 4 Bond Avenue, Bletchley, MK1 1SW.

Registered in England Number: 05207877. VAT Number: GB 846 7538 83