

Lowes Refrigeration Terms and Conditions of short term Rental

1. Purpose and understanding.

These Conditions shall apply as between the Company (the owner) and the Client (the renter) in respect of the Services provided under the Contract and no other terms shall prevail.

The "Owner" is Lowe Refrigeration Ltd and this expression includes its successors and assignees.

The "renter" is the company firm or person's (as stated on the schedule to the contract) taking the owners equipment on hire and this expression includes successors, assignees or personal representatives.

"Equipment" shall include any machine or part thereof and any attachments or fittings or replacements or any other thing rented under this contract.

"Statute" means any act of Parliament/government Order, Regulation, Bye Law or other similar instrument whether national or local, including any amendment thereto or re-enactment or replacement thereof.

"Price" shall be the rate of rent for the equipment as provided on the pricing schedule, in the specified currency, and subject to the provisions of these General Terms and Conditions of Rental.

"Contract Period" is such fixed period as is stated on the schedule to this Contract.

"Rental Period" means the period of hire from the date of delivery of the Equipment up to the off-rent date; (both inclusive) all days being chargeable at the full daily rate of rental or at the weekly pro-rata depending on the length of the rental period, but subject to the stated minimum charge.

2. Acceptance.

All variations or proposed variations of these General Terms and Conditions shall be deemed to be of no effect unless agreed in writing and signed by a Director of the Owner.

Unless the renter notifies the Owner by telephone, fax or email within two hours of the equipment being delivered to the site, the equipment shall be deemed to be in good serviceable order, in accordance with the Terms of the Contract and to the renter's satisfaction.

3. Commencement of rental.

Subject to the other provisions of this Contract, the owner shall supply the equipment on the delivery date and at the site stated on the Schedule of Contract for a cost as agreed by both parties.

Responsibility for loss or damage to the equipment is accepted by the Renter from the time the equipment is delivered to the site until it is removed from the site by, or on the instructions of the Owner. This responsibility will also apply whilst the equipment is on site during any period prior to the commencement of the rental or after its termination whilst the equipment is waiting collection.

4. Owner's Obligations.

The owner will:

Ensure that the commencement of the rental all Statute regarding construction and maintenance to the equipment have been complied with;

Service the equipment in accordance with the owner's standard Service and Preventative Maintenance Schedule if required in the contract schedule.

Repair or replace any item of equipment failing in its normal use, as quickly as reasonably possible and during normal working hours at times to suit the convenience of the renter.

The owner reserves the right at its sole discretion to replace equipment with replacement equipment of similar type, age and condition at any time during the Contract Period or rental Period and all the Terms and Conditions of this contract shall apply equally to the replacement equipment.

5. Renters Obligations.

The renter agrees to use the equipment solely for its intended purpose.

The renter agrees to take all reasonable steps to maintain the ambient conditions for which the equipment was designed.

The renter accepts full responsibility for any damage caused to the equipment due to misuse, poor positioning or negligence.

The renter shall use the equipment as instructed by the staff of the owner or by written communication by the owner.

6. Renters Liability for Loss or damage.

The renter accepts full responsibility to the owner for and fully indemnifies the owner against loss (including theft) or damage to or destruction of the equipment suffered during the Contract Period or rental Period as appropriate from whatever cause the same may arise, and is fully responsible to the owner for the safekeeping of the equipment and its return in equal order to the owner at the end of the rental.

Where any item of equipment is lost, stolen, destroyed or damaged beyond economical repair the renter shall pay to the owner on demand the full replacement value of such equipment and a sum equivalent to any rental due and payable, and the owner shall supply replacement equipment to which all these General Terms and Conditions shall apply. This Contract shall not be terminated nor shall any obligations of the renter under this Contract be diminished only by reason of any total or partial loss of or damage to the equipment. The renter accepts all liability and responsibility in respect of and shall fully and completely indemnify the owner against, all third party claims and losses howsoever arising in respect of damage to or loss or destruction of any property or in respect of the personal injury or death of anybody in any way caused by relating to the equipment or its use (including but not limited to the payment of all damages, costs and charges in connection therewith) except insofar as the injury or death directly results from the negligence of the owner, its employees or agents.

The renter shall be solely responsible for and fully indemnify the owner against all claims, demands, liabilities, losses, damages and expenses in respect of any damage to or loss or destruction of the property of the renter or others and in respect of the personal injury or death of the renter or his employees or contractors or other person in any way caused by or relating to the equipment or its use except insofar as any such injury or death directly results from the negligence of the owner its employees or agents. The renter must, at the renter's expense, fully insure the Equipment with a reputable insurance company. The renter must also ensure that the policy of insurance provides insurance cover unless otherwise agreed in the contract schedule.

In respect of all the renters liability or responsibility and indemnity to the owner under this Contract.

In respect of the renters liability to third parties relating to the equipment or its use. Where the rental involves the carriage of the equipment on the renters own transport or transport arranged by the renter, insurance for goods in transit to cover the full replacement value thereof.

The renter shall produce the policy or policies effected hereunder for inspection by the owner on demand if required the (owner's interest to be noted on such policy) and hold the proceeds of any claim under sub-clause (1) above in trust for the owner.

7. Ownership.

The equipment remains at all times the property of the owner.

The renter shall not without the written consent of the owner (which may be arbitrarily withheld) assign, sub-let, mortgage, charge, pledge, part with possession of or otherwise deal with the equipment.

No permitted sub-renting shall relieve the hirer from the renter's liability under this Contract.

8. Payment.

All payment shall be made within 7 days of order placement in cash or by depositing cleared funds at the owners bank by the date of delivery or otherwise agreed payment date, and thereafter against the owners invoices which are payable within 7 days of issue.

Immediately upon the rental being terminated by the owner in accordance with sub-clause 11 (b) hereof the renter shall pay to the owner (in addition to any compensation payable hereunder) all moneys then due under this Contract and any moneys which the owner may be liable to pay to a third party by reason of any seizure and removal.

The Renter shall pay on demand to the owner for all repairs and replacements to the equipment.

9. Cancellation policy.

The owner has a stringent cancellation policy for all short term rental as detailed below.

1.0 Events with published order deadlines; the owner may publish an order deadline for exhibitions that are extremely difficult to service and or may be considered as equipment sensitive.

- If an order cancellation notice is received before the official order deadline; a full refund of the total order value shall be given.

- If a cancellation notice is received after the official order deadline the renter shall be contracted to pay the full amount of the order value.

2.0 Events without published order deadlines.

- If an order cancellation notice is received not less than 14 days before the official commencement date of the event; a full refund of the total order value shall be given

- If a cancellation notice is received less than 14 days before the official commencement of the event the renter shall be contracted to pay the full amount of the order value

10. Allowances and Liability.

Without prejudice to the provisions for payment hereinbefore set out, the renter shall be fully liable to the owner for damages for any breach of this Contract. The owner shall not be liable to the renter for any consequential or indirect loss or damage (including loss of profits) arising out of or in connection with the provision of any equipment goods or services pursuant to this Contract arising out of any accident or damage howsoever caused.

11. Termination of rental.

A short term rental is a single fixed price agreed between the owner and the renter, the term shall be for the rental of the equipment for duration of the event for which the equipment is for, termination of the rental shall become effective on the termination of the event. If the event is extended from original agreed date then the renter shall pay pro-rata the price.

If the event is cancelled the cancellation policy (point 9) shall take precedence.

12. Time for Indulgence.

Any time or any variation to these contract terms granted by the owner shall not limit the full rights of the owner under this Contract.

13. Force majeure.

The owner shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay due to any circumstance beyond their reasonable control.

14. Dispute resolution.

(a) The parties will each use their reasonable efforts to negotiate in good faith and settle any major or material dispute that may arise out of or relate to the Contract, these Conditions, the Services or any breach of contract. If any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives, the dispute shall be referred to the senior representatives nominated by the managing director of the owner and the renters managing director who will meet in good faith in order to try and resolve the dispute.

(b) If the dispute or difference is not resolved as a result of such meetings either party may (at such meeting or within ten (10) days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ("the Adviser") before resorting to litigation with costs applied as directed by the mediator.

(c) If the parties fail to reach agreement in the structured negotiations within twenty one (21) days of the Adviser being appointed, either party may then refer any dispute to litigation.

15. Confidential information.

The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent in writing.

16. Jurisdiction. This Contract shall be governed by the laws of England and all disputes arising there from shall be decided by the English Courts, except that, where the renter is trading solely in Scotland or N Ireland. The owner reserves the right to pursue its claims under Scottish or N Irish Law and in the applicable courts.