

TRAILER HIRE TERMS & CONDITIONS

For the purpose of the Terms and Conditions of Hire the person hiring the trailer shall be referred to as the '**Hirer/Hirers**' and Southern Fridge Trailers Limited shall be referred to as the '**Owner/Owners**'. These terms shall apply to the hire of any trailer and all services that we supply to you.

1 **Payment**

- Payment shall be made by the '**hirer**' at least three weeks prior to collection or delivery of the trailer. Payments can be made via bank transfer or card payments.
- If the '**hirer**' fails to make in full on the due date, the '**owner**' holds the right to cancel the booking resulting in loss of any deposit pre-paid.

1 **Condition of Trailers & Cleaning**

- All trailers shall be carefully checked by the '**owners**' and will be in good repair and condition so far as the '**owners**' can ascertain. It is the '**hirers**' responsibility however to ensure that the trailer is in good repair and condition and that any defects are noted prior to trailers leaving.
- All trailers will be thoroughly cleaned prior to date of hire. Trailers must be returned in a clean state. If trailers need excessive cleaning '**hirers**' will be charged at a rate the '**owners**' deem appropriate. Excessive cleaning applies when 'equipment' I.E shelving, floors, walls or ceiling are excessively covered in food, fats or oils which require special cleaning equipment to clean/disinfect. Trailers must be empty of any produce, litter and packaging.
- On return, trailers shall be checked by the '**owners**' or owner's representative and any defects in the trailers condition will be noted. Any damage or disrepair which has occurred to the trailer shall be made good at the '**hirers**' expense.

2 **Breakdown**

- Any breakdown or the unsatisfactory working of any part of the trailer must be notified to the owner immediately via telephone or email. The '**hirer**' shall be responsible for all expenses involved arising from any breakdown and all loss or damage incurred due to the '**hirer's**' negligence or misuse of the trailer.
- The customer must not attempt to repair the hire goods unless authorised to do so in writing by the '**owner**'.

3 **Delivery & Collection**

- It is the responsibility of the '**hirer**' to collect the trailers and return the trailers at the end of the hire period.
- If the '**owner**' has agreed to deliver and collect the trailer it will do so at the agreed cost that must be paid at least three weeks prior to delivery.
- The '**owner**' takes no responsibility if the trailer delivery is delayed due to traffic, unforeseen circumstances or acts of God.

4 **Consequential Losses**

- The '**owners**' accept no liability or responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage of the trailer through any case whatsoever.

5 **Notice of Accidents**

- If the trailer or its towing vehicle is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the owners by telephone or email and confirmed in writing to the owners. The '**hirer**' will be responsible for paying for any damage caused.

6 **Insurance, loss and damage**

- In the event of any loss or damage during the period of hire, the '**hirer**' will bear the cost of any excess charge payable by the '**owners**' to their insurers.

7 Servicing and Inspection

- The **hirer** shall always allow their agents or insurers access to the trailer to inspect, test, adjust, repair or replace the same. Such work will be carried out at times to suit the convenience of the **hirer**.

8 Sub letting

- The **hirer** shall not sub-let or lend the Trailer or any part thereof to any third party without first receiving the written permission of the **owners**.

9 Commencement and termination of hire

- The hire period will begin from the booked time of hiring or from the time the trailer leaves the **owners** depot (whichever shall be earlier) and will continue until the trailer is received back at the **owners'** depot, or until the scheduled date and time of return (whichever shall be later).
- Upon termination of the hire period, the trailer must be returned to a member of staff at the **owners'** depot during normal working hours which are Monday – Friday 8.30am – 5pm and Saturday 8.30am – 1pm.
- The **hirer** may not return the trailer outside of normal working hours without written agreement by the **owner**.
- If the trailer is not returned by the scheduled date and time, the **hirer** shall pay the **owners** a sum equal to twice the daily hire rate charge.

10 Protection of the owners' rights

- The **hirer** shall not rehire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the trailer and shall protect the same against distress, execution, or seizure and shall indemnify the **owner** against all losses, damage, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition.
- If the **hirer** shall make default in punctual payment of all sums due to the **owners** for the hire of the trailer or other charges or shall fail to observe and perform the terms and conditions of this contract, or if the **hirer** shall suffer any distress or execution to be levied against them or make or propose to make any arrangement with creditors or being a company, shall go into liquidation or shall do or shall cause to be done or permit or suffer any act or thing whereby the **owners'** rights in the trailer may be prejudiced or put into jeopardy, this agreement shall forth be terminated (without any notice or other act on any part of the owners and not withstanding that the **owners** may have waived some previous default or matter of the same or like nature). It shall thereupon be lawful for the owners to retake possession of said trailer and for that purpose to enter or upon premises where the same may be and the determination of the hiring under this condition shall not affect the right of the owners to recover from the hirer any monies due to the **owners** under this agreement or damages in breach thereof.

11 Arbitration

- If during the continuance of this agreement or at any time thereafter any dispute, difference or questions shall arise between the **owners** and **hirer** regarding this agreement or the construction of these conditions or anything therein contained or the rights or liabilities of the **owners** or the **hirer** such dispute, difference or questions.