

Chillchaser[®] Hire Service - Conditions of Hire from any division of Chillchaser[®]

1. GENERAL – Contacts hire@chillchaser.co.uk & sales@chillchaserpatioheaterhire.com & +44 1358 722224

1.1 Definitions

This Contract is for the hire of Chillchaser[®] products and accessories (“Goods or Equipment”). Parties to the Contract are:

- a. (“Hirer”) The person, firm, company or other organization hiring the Equipment.
- b. (“Supplier”) Chillchaser[®] Ltd - Registered No. SC485624) with registered offices at: Union Lane Ellon, Aberdeenshire AB41 9DS.

1.2 Conditions

Any condition deemed invalid will not affect other conditions. Nothing in the Contract is intended to limit a consumer’s existing statutory legal rights.

1.3 Cancellation

Any Chillchaser[®] Company reserves the right to charge 20% of Rental Invoice for cancellation.

1.4 Extent of Contract

This Contract is not assignable to others and Equipment is not transferrable after CHILLCHASER[®] LTD accepts the Hirer’s purchase order. Hires to individuals or partnerships (or other unincorporated body of individuals) shall not be for a period in excess of two months; the Hirer in these circumstances must return the Equipment on/before the first day after the two month period.

1.5 Termination

CHILLCHASER[®] LTD may terminate the Contract at any time and repossess their Equipment without affecting any rights to, recover monies due, damages for breach of contract or other remedies, where the Hirer is in breach or is involved in insolvency or liquidation proceedings.

1.6 Ownership of Rented Equipment

Equipment hired remains the property of CHILLCHASER[®] LTD at all times.

2. HIRE CHARGES, TRANSPORT & DEPOSITS

2.1 Duration & Charges

The stated hire charges on the Rental Invoice are for the duration of the Contract and include Saturdays, Sundays and Public Holidays. A deposit guarantee charge of £1 per item or other deposit charges are detailed in the On-Loan-Rental Invoice Agreement and are based on the current CHILLCHASER[®] LTD online hire price lists – see www.chillchaser.co.uk/heaters-hire & www.chillchaserpatioheaterhire.com/

2.2 Deposit Guarantee explained

Deposits Guarantees of £1 per item are payable at the time of order and these are set annually by CHILLCHASER[®] LTD at amounts reasonably required to cover card charges and used as expenses to claim back any monies due for damaged or lost goods. A Deposit Guarantee is required for all Equipment and it must be paid by the Hirer on confirmation of the order before the start of hire period. Deposit Guarantees are non-refundable and any additional damage/loss balances will be taken from the same credit card used to guarantee the hired products following inspection and testing upon return to CHILLCHASER[®] LTD of the hired equipment. **NB: There will be no additional charges for goods returned in same packaging and condition.**

CHILLCHASER[®] LTD does not accept cash or cheques as methods of payment. In the event that the actual charges for the hire supplied by CHILLCHASER[®] LTD exceed the amount charged then this additional amount may be taken from the Credit Card retrospectively. If Chillchaser[®] do not supply the goods on time or in good working order then the cost and deposit will be returned in full to the same credit card. No additional compensation is claimable by the Hirer for direct or consequential losses.

2.3 Transport charges

Delivery and collections including attempted calls are always chargeable. If all the rented Equipment is not correctly packaged and available for collection then the Hirer will be charged for each journey required to uplift all the equipment.

2.4 Cleaning, damage repairs or replacement of missing parts, components or packaging

The Hirer will pay for any required; cleaning, repairs or damaged components except where appropriate conditions in Point 4 apply. Breakages and damage repair will be advised within 48hours of return of goods to the Hirer.

2.5 Delay/Loss of Equipment

CHILLCHASER[®] LTD will treat Equipment unavailable for collection/inspection, after reasonable notice, **as lost** and the Hirer will pay a penalty charge for Equipment replacement (as per the Chillchaser[®] Webshop) and revenue loss of each days hire. Hire charges accrue until full settlement is made.

3. PAYMENT

3.1 Payment Terms

CHILLCHASER[®] LTD do not offer credit terms. Any long term rental contract (over 30days) will be paid monthly in advance by Standing order. Failure to pay on time will result in immediate repossession of the Equipment and applicable costs are redeemable.

3.2 Invoice Queries

The Hirer should notify CHILLCHASER[®] LTD of any queries concerning invoices in writing within 7 days of the invoice date. hire@chillchaser.co.uk & sales@chillchaserpatioheaterhire.com

4. INSURANCE & LIABILITY

4.1 Damage or Loss

If during the hire the equipment is damaged or stolen then the Hirer is responsible for the cost of replacement and must pay a penalty charge for Equipment replacement (as per the Chillchaser® Webshop) and revenue loss of each days hire. Hire charges accrue until settlement is made in full.

4.2 Insurance

NB: - From equipment delivery the Hirer's insurance must also cover the penalty charge for Equipment replacement and revenue loss of each days hire. The Hirer must be able to demonstrate that reasonable care has been taken to prevent loss. Theft of Equipment must be reported to the Police and a crime reference number obtained.

4.3 The Hirer must then notify CHILLCHASER® LTD within 48 hours of the theft to sales@chillchaserpatioheaterhire.com and obtain a CHILLCHASER® LTD Theft report Form. The completed form must be returned by email to: Chillchaser Claims Department sales@chillchaserpatioheaterhire.com

4.4 The maximum value of loss penalty charges for any single hire contract will be £5000.

5. HIRER'S LIABILITIES & RESPONSIBILITIES

5.1 Inspection and receipt of Equipment and Goods

The Hirer will sign to acknowledge receipt at delivery/handover. Shortages must be agreed and noted on the Contract/delivery document. Equipment defects should be reported to CHILLCHASER® LTD within 24hours by telephone.

5.2 Delivery/collection of Equipment and Goods

The Hirer will provide adequate delivery and collection access. Equipment transported in the Hirer's own vehicle is at the Hirer's risk.

5.3 Security and Insurance of Equipment

The Hirer accepts responsibility for all Equipment security until its collection by CHILLCHASER® LTD and undertakes not to sell or relinquish possession, alter, repair or modify the equipment in any way. Hires Insurance applies whilst in their possession.

5.4 Safe use of Equipment and breakdown procedure

The Hirer is responsible for the safe and correct operation of Equipment (conforming to relevant legislation and the CHILLCHASER® LTD operating and safety instructions supplied) by competent persons not under the influence of alcohol or drugs and for its constant supervision within the range of children under 18 years. The Hirer will immediately notify CHILLCHASER® LTD of any Equipment breakdown or shortcoming without attempt at repair. The Hirer will ensure any non-CHILLCHASER® LTD Equipment e.g. extension cables, used in conjunction with or attached to Equipment also conforms to safety requirements. sales@chillchaserpatioheaterhire.com & +44 1358 722224

5.5 Return or collection of Equipment

The Hirer may arrange for the return or collection of Equipment by calling +44 1358 722224 or by email sales@chillchaserpatioheaterhire.com during normal business hours and when Equipment has been returned or collected CHILLCHASER® LTD will confirm by a return note email. The Hirer will remain liable for ongoing hire charges until such return note has been signed. When the Hirer requests collection of Equipment, CHILLCHASER® LTD will issue a 'collection reference number' in acknowledgement, the Hirer will remain responsible for the Equipment until actual collection.

5.6 Lost or stolen Equipment

The Hirer agrees to insure Equipment on a full replacement basis against the risks of loss, theft and damage beyond economic repair. The Hirer agrees on demand to pay to CHILLCHASER® LTD the full outstanding balance prior to any insurance claim. It is the Hirer's responsibility to claim from their insurance. This liability is without prejudice to any CHILLCHASER® LTD rights under the Contract.

5.7 Fuel and/or Electricity Supply for Equipment

Where Equipment requires electricity, the Hirer must ensure that the CHILLCHASER® LTD or manufacturer's recommended type and/or voltage is used and that, where appropriate, the Equipment is properly installed by a qualified person.

6. CHILLCHASER® LTD RESPONSIBILITIES

6.1 Hire rates

CHILLCHASER® LTD will maintain the agreed hire rates for the duration of the Contract.

6.2 Safety and operating instructions

CHILLCHASER® LTD will provide appropriate written and/or practical instruction in the safe and correct operation of Equipment.

6.3 Testing and inspection of Equipment

CHILLCHASER® LTD will comprehensively test all electrical Equipment before commencement of hire. Equipment will be inspected and tested where appropriate in accordance with relevant statutory requirements and if Equipment needs to be recovered from the Hirer for such purposes CHILLCHASER® LTD will substitute items of similar specification. Any reported faulty goods will be replaced or repaired within 48hours and rental fees reimbursed pro-rata.

6.4 Delivery and collection

Following the Hirer's request, CHILLCHASER® LTD will endeavour to deliver or collect Equipment during the next business day, wherever possible.

6.5 Limitation of liability

the liability of CHILLCHASER® LTD for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of Equipment and/or Goods, unsuitability, breakdown, stoppage or lawful repossession. Subject to the above CHILLCHASER® LTD will be liable for negligence or error in the performance of its obligations under the Contract.

DATA PROTECTION

The information you provide will be held in accordance with the Data Protection Act 1998 and will be used by CHILLCHASER® LTD and its trading divisions. We may want to contact you from time to time about other products or services available from us. If you do not want to receive such offers please email us at: hire@chillchaser.co.uk & sales@chillchaserpatioheaterhire.com