

RAC HOLDINGS LTD TERMS & CONDITIONS OF HIRE

1. Definitions:

"RAC" means RAC Holdings Limited T/A Deluxe Loos and Simply Chillers

"Customer" means the person or party who agrees to hire the equipment

"Hire date" means the first or only day of the hire period as set out in the Booking Confirmation

"Equipment" means mobile toilets, refrigeration or freezers and equipment including all fixtures and fittings.

2. Contract:

This contract commences between RAC and the Customer when the Customer places an order and thus agrees to be bound by these conditions and RAC accepts the order. On payment of the 30% non-refundable deposit the Customer is agreeing to abide by the Terms and Conditions set out below.

3. Charges:

The Customer will pay the charges, including all charges as stated in the contract. All charges are payable as per the booking confirmation and/or deposit invoice and/or balance invoice and payable on demand. Full payment is required prior to delivery of equipment. Should payment not be made by the Customer, RAC will be entitled to interest on the overdue amount equal to 5% over bank base rate. The Customer will also pay any charges incurred in the recovery of outstanding debt.

RAC must be able to power up equipment when on site to check all is working correctly. In the absence of a power supply and a subsequent problem resulting in a call out, charges including mileage will apply.

Drivers are allotted one hour for delivery and collection. Any additional time caused by delay from the Customer will result in a charge of £30+vat per person per hour.

Loss or damage of keys are charged at £10+vat, hitch locks at £130+vat and wheel clamps, at £150+vat

Equipment returned excessively dirty (as defined in point 8) will be charged a cleaning fee of £60+vat

4. Cancellation:

In the event of cancellation by the Customer, charges will be invoiced and due for payment on the hire date. Cancellation charges are as follows:

- If you cancel over 60 days prior to hire date 30% of the total hire charge
- If you cancel between 30-60 days prior to hire date 50% of the total hire charge
- If you cancel less than 30 days prior to hire date 100% of the total hire charge

RAC reserves the right to cancel an event if deposits are not made, unless expressly agreed prior, and in the case of matters such as unsuitable access, unsuitable location that will damage the equipment or vehicle, bad weather conditions, un-level or unfit ground conditions, safety conditions or any other unforeseeable circumstances.

5. Authority:

RAC reserves the authority at any event in regards to matters of Health and Safety.

The Customer must comply will all aspects in regards to Health and Safety, including aspects such as clearing the site of people when reversing etc.

6. Electrical supply:

It is the Customer's responsibility to ensure suitable electrical connection that meets all regulations. The electrical connection must be a 240v supply compatible with either a 13amp or 16amp plug and must be within 20 metres of the equipment.

7. Removal or moving equipment:

Equipment must not be removed from any site or moved on any site without written agreement from RAC.

The only exception is cross hired equipment. In these circumstances the Customer must ensure that the tow vehicle and equipment meets all road safety and legal conditions, including and not withstanding a vehicle of adequate towing capacity (also including self-employed towors of the business when using their own vehicles), equipment lights, brakes, brake cables etc. all in working condition. Cross hired workers are to be competent and hold relevant licenses.

8. Care, Safe Keeping and Return:

The Customer accepts full responsibility for the care and safe keeping and return of the equipment in the condition it was provided. The Customer is under no circumstances permitted to attach or affix any items (signs, floodlights, marquee screens etc.) to the inside or outside of the equipment. No naked flames (candles, cigarettes, etc.) are permitted inside the equipment.

The Customer will pay all costs to RAC incurred in rectifying damage, vandalism and abnormally unclean equipment (heavily soiled floor, food stuffs, fats, oils, bodily fluid stains and mess, graffiti etc.). The Customer also accepts responsibility to pay a charge equating to the financial loss to RAC until such time that rectification is complete.

9. Insurance:

RAC provides insurance cover against loss or damage to equipment at no extra charge. However, the customer will be held responsible for any damage to equipment caused by their own negligence. The Customer remains liable for the first £500 of any claim (the "Excess").

RAC do not accept any liability for loss of contents under any circumstances, therefore the Customer must ensure that the contents are insured.

10. Access:

The Customer permits RAC entry to land and premises where the equipment is located to inspect, service, test, repair, replace and repossess equipment.

11. Rights Reserved:

Any failure by RAC to enforce any or all of these conditions does not constitute a waiver of his rights.

12. Public Liability:

The Customer is responsible for cover against any death, injury, loss or damage caused by the equipment being misused or moved while on hire to the Customer.

13. Limitation of Liability:

Notwithstanding any provision to the contrary, the total liability of RAC, its employees, consultants or its sub-contractors, for all losses, damages, costs and expenses, including attorneys, fees, shall not exceed the aggregate amount paid to RAC under this agreement, regardless of the legal theory under which such liability is imposed.

14. Damage to site:

RAC does not accept responsibility for any damage caused by or as a result of bad weather conditions. The Customer is responsible for the supply of boarding or tracking to assist with siting and removing. The Customer must take reasonable steps to provide safe a location on firm, flat and level ground. The Customer must also ensure access for the equipment to the site. RAC may cancel a contract if these conditions are not provided.

15. Maintenance, Breakdown and Accident Reporting:

The Customer must keep themselves acquainted with the state and condition of the equipment and ensure it remains safe, serviceable and clean. Any breakdown or unsatisfactory working of the equipment must be notified to RAC. RAC accepts no liability whatsoever in respect to any malfunction of equipment if the duration of hire or numbers utilising the equipment exceeds that stated in the quotation. The Customer must not attempt repair unless authorised by RAC. If the equipment is involved in any accident resulting in damage or injury, the Customer will notify RAC immediately.

16. Operation, Maintenance and Breakdown Reporting – Simply Chillers specific:

If the trailer is to be sited inside a building or marquee, then adequate ventilation must be available to maintain an ambient temperature of no more than 35°C.

The Customer must ensure that there is adequate ventilation around contents to ensure that the temperature is evenly maintained. Contents to be stored must be food safe and free from contamination.

The unit is designed as a holding room, therefore contents entering a chiller must be between +5° to +10°C. For a freezer below 0°C. It is the Customer's responsibility to ensure that all temperature criteria are adhered to.

The door must only be opened to allow access. Leaving the doors open for long periods will cause large fluctuations in temperature and this in turn will cause the chiller to block or ice up.

Any refrigeration malfunction /damage/breakdown/misuse must be notified to RAC immediately. We will always endeavour to arrange technical back up or provide a replacement trailer in the unlikely event of a breakdown.

17. Force Majeure:

Whilst every effort will be made by RAC to complete any orders, RAC cannot be held liable for non-completion of orders due to matters beyond its control including

- Loss or damage by fire, storm, war, industrial action, Act of God or other accident.
- Adverse weather conditions.
- The requirement of any statutory public or local authority.