KOOL RUNNINGS COOL ROOMS - TERMS AND CONDITIONS

1. Definitions

Owner = Kool Runnings Cool Rooms

Hirer = person/company on hire form

Equipment = mobile cool room + motor supplied by Owner

2. Delivery, Use & Return

2.1 Hire starts at delivery and ends at the return date/time on the hire form. Default = 24 hours from delivery.

2.2. Owner delivers and collects all equipment. Hirer must not move, tow, or relocate the cool room once placed by owner

2.3 DO NOT TAMPER WITH THE MOTOR, ELECTRICS, OR REFRIGERATION UNIT.

2.4 The hirer must not open, adjust, or attempt repairs. Call the owner immediately if there is an issue.

2.5 Equipment must be used in NSW/ACT only, for its intended purpose, and returned in the same condition minus fair wear and tear.

2.6 The owner may enter premises to inspect/repossess equipment if the hirer breaches terms, fails payment, or becomes insolvent.

2.7 The Customer must ensure:

- Safe and suitable site access.
- Adequate space for delivery and operation.
- Availability of a suitable power supply where required.

2.8 Hirer must protect the equipment from theft, vandalism, misuse, and accidental damage.

2.9 Additional charges may apply if delivery or collection cannot be completed due to site conditions or customer-related delays.

3. Payment and Additional charges

3.1 Hirer pays for any loss/damage, repossession costs, and any additional charges.

3.2 Additional charges may apply for :

- Extended hire periods.
- Additional cleaning.
- Repairs resulting from damage.
- Delivery and collection outside standard service areas.
- Emergency call-outs.
- If collection cannot be completed due to site safety

4. Cancellation

4.1 Cancellation fees may apply:

- More than 14 days before delivery: Full refund
- 7–14 days before delivery: 50% of hire fee payable.
- Less than 7 days before delivery: 75% of hire fee payable.
- Less than 48 hours before delivery: Full hire fee payable.

5. Breakdowns and repairs

5.1 Hirer must report mechanical failure to the owner immediately.
The customer must cease using equipment that appears unsafe or defective
5.2 Hirer must not attempt repairs.
5.3 Owner will arrange service and will use reasonable efforts to repair or replace faulty equipment as soon as practicable.
5.4 No compensation for breakdowns unless caused by owner negligence.

6. Electrical Requirements

6.1 The Customer is responsible for providing a suitable power supply as specified by the Company.

6.2 The Company is not liable for:

- Power outages.
- Electrical failures at the site.
- Customer-supplied generator failures.
- Loss of product resulting from power interruption

7. Responsibility & Insurance

7.1 Hirer is responsible for loss, theft, or damage to equipment during hire.

7.2 Hirer must have insurance or pay the owner for replacement/repair costs.

7.3 Hirer indemnifies the owner for injury/property damage caused by use of equipment.

7.4 The hirer is responsible for insuring any goods stored in the equipment.

7.5 The Owner recommends that the Hirer maintain adequate insurance covering:

- Equipment damage.
- Public liability.
- Stored stock and products.

8. Safety & Food

8.1 Hirer must follow all safety signs and OH&S laws.

8.2 Owner is not liable for food spoilage due to breakdown or power loss.

9. Damage Loss and Theft

9.1 The hirer assumes responsibility for the equipment during the Hire Period.

9.2 The Customer must immediately notify the Company of:

- Damage.
- Breakdown.
- Theft.
- Accidents.

9.3 The Customer is liable for:

- Repair costs arising from negligence or misuse.
- Replacement costs where equipment is lost, stolen, or beyond economic repair.

10. Ownership

10.1 Equipment remains owner's property at all times. Kool Runnings Cool Rooms retains full ownership.

10.2 Hirer cannot sub-let, transfer, or part with possession unless prior agreement is arranged with Kool Runnings Hire Rooms

11. Termination

11.1 The owner may immediately terminate the hire agreement if the hirer:

- Breaches these Terms.
- Uses the Equipment unlawfully.
- Fails to make payment.
- Places the Equipment at unreasonable risk.

11.2 Upon termination, the owner may recover possession of the equipment without notice where permitted by law.

12. Changes

12.1 Only changes signed by a Director of Kool Runnings Cool Rooms are valid.

13. Force Majeure

13.1 The owner is not liable for delays or failures resulting from circumstances beyond its reasonable control, including:

- Natural disasters.
- Floods.
- Storms.
- Fire.

- Government restrictions.
- Industrial disputes.
- Transport disruptions.
- Power network failures.

14. Privacy

14.1 The owner may collect, store, and use personal information for booking, administration, debt recovery, and legal compliance purposes in accordance with applicable privacy laws.

15. Acceptance

15.1 By Signing the hire agreement, accepting delivery. Or making payment, the hirer acknowledges that they have read, understood and agree to these terms and conditions.

Hirer Name: _____

Company/Business name: _____

Signature: _____

Date: _____