

GENERAL TERMS AND CONDITIONS - RENTAL

The defined terms used in these General Terms and Conditions of Rent shall have the same meaning as given to those terms in the relevant Quotation provided by Coolworld (as Owner) to you as Hirer save where otherwise defined herein.

Definitions used in these terms and conditions

"Rent"	means the Weekly Rate for the Product and Optional Extras as specified in the relevant Quotation;
"CPI"	the consumer price index for Ireland as published by the Central Statistics Office of Ireland; for England as published by the UK Office for National Statistics
"Commencement Date"	means the Hire Commencement date specified in the relevant Quotation;
"Deposit"	means; , an advance payment which, if specified in the relevant Quotation, shall be payable by the Hirer and held as security by the Owner through the duration of the Term.
"Equipment"	means the equipment specified in the Quotation and such additional or ancillary items which may be provided by the Owner to the Hirer during the Term, including but not limited to ramps, platform/steel risers, curtains, alarms, temperature monitoring equipment and spare parts.
"Hirer"	means the Client as defined in the relevant Quotation
"Intellectual Property Rights"	means patents, rights to inventions, copyright, trade marks, business names and domain names, rights in get-up, goodwill and rights to sue for passing off, rights in designs, database rights, confidential information, know-how and trade secrets and all other intellectual property rights, whether registered or unregistered and including (without limitation) all registrations, applications and rights to apply for, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights subsisting now or in the future in any part of the world;
"Owner"	means the Coolworld legal entity from which a Quotation has been issued to the Hirer
"Quotation"	means a quotation for the rental of Equipment provided by the Owner to the Hirer, and which together with these general terms and conditions, forms the " Agreement " between the Owner and the Hirer in respect of that rental
"Rent Review Date"	means the date being one year after the Commencement Date and every anniversary of that date;
"Replacement Value"	means the Replacement Value of the Equipment as specified in the relevant Quotation.
"Site"	means the delivery address for Equipment specified in the relevant Quotation.
"Term"	means the Rental Term specified in the relevant Quotation commencing on the Commencement Date.
"VAT"	means value added tax chargeable in Ireland or the United Kingdom, as applicable.

1 The Hirer agrees with the Owner as follows:-

- 1.1 To pay the Rent and all charges arising under this Agreement to the Owner without any set-off, counterclaim, withholding or deduction whatsoever at the times and in the manner provided for by this Agreement. The Rent and all other charges under this Agreement are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner prescribed from time to time by law.
- 1.2 That any consumable items and other incidentals necessary for the operation of the Equipment when supplied by the Owner shall be charged at the Owner's current charge out rates for such items and when supplied by the Hirer shall be of a grade or type specified by the Owner or by the manufacturers of the Equipment.
- 1.3 That the Hirer shall keep the interior and exterior of the Equipment in a clean and hygienic manner and shall maintain the exterior appearance of the Equipment in good cosmetic condition, free from excessive dirt, damage to paintwork, graffiti, or other defacement, which shall include defrosting same as necessary and on the termination of this Agreement shall return the Equipment to the Owner properly cleaned, both internally and externally, and in a sanitized condition (at the cost of the Hirer). If the Hirer fails to comply with the obligations set out in this clause, the Hirer shall pay to the Owner on demand a cleaning and/or restoration charge in an amount to be determined by the Owner reflecting the reasonable costs of cleaning, repainting, or otherwise restoring the Equipment to the required standard depending on the condition of the Equipment on its return. An inspection of the Equipment will be carried out by the Owner upon return to establish whether the state and condition of the Equipment satisfies the Hirer's obligations pursuant to this clause 1.3.

2 The Owner agrees with the Hirer as follows:-

- 2.1 To be responsible for repairs required to the Equipment due to fair wear and tear (subject to being notified by the Hirer in a timely manner of the requirement for such repairs).
- 2.2 To be responsible for service call outs in respect of the Equipment (subject to being notified by the Hirer in a timely manner of the requirement for such services) other than those necessitated or caused by the negligence, actions or omissions of the Hirer. Routine maintenance of the Equipment shall be carried out by the Owner from time to time and as agreed between the parties and in accordance with the provisions of Schedule 2 to this Agreement. The cost of routine maintenance is in respect of maintenance carried out at the Site. In respect of any service call received by the Owner from the Hirer outside of usual business hours (being the hours of 08:30 to 17:00 hours Monday to Friday, excluding public holidays), the Owner may, in its sole discretion, determine that such service call does not require immediate or urgent attention, in which case a maintenance technician will attend within usual business hours as soon as reasonably practicable following receipt of the service call. Payment of Rent and any other amounts due from the Hirer to the Owner pursuant to this Agreement needs to be up to date before the Owner is obliged to respond to any service call.

3 Payment Terms and Overdue Hire Charges

The Hirer will, where applicable, pay to the Owner the Deposit prior to delivery of the Equipment.

Rent shall be payable by the Hirer to the Owner periodically in advance (the frequency and basis of calculation of such periodic payments to be notified by the Owner to the Hirer in advance of the Commencement Date) by direct transfer to the bank account of the Owner as shall be notified to the Hirer. All other amounts due by the Hirer to the Owner under this Agreement shall be paid by the Hirer within 14 days of same being invoiced by the Owner. In the event of the Rent or any other payments due by the Hirer under this Agreement being in arrears, interest at the rate of 2.5% per month will be applied to such arrears and the Owner shall be entitled to terminate the Agreement with immediate effect without further notice. Such interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount plus accrued interest, whether before or after judgment. It at any time there is an amount overdue from the Hirer to the Owner, the Owner will not be obliged to provide any further services to the Hirer until such overdue amounts are paid.

4 Review of the Rent

- 4.1 The Rent shall be reviewed on each Rent Review Date to equal the Rent payable immediately before that Rent Review Date (or which would then be payable but for any abatement or suspension of the Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this clause.
- 4.2 The indexed rent for a Rent Review Date shall be determined by multiplying the Rent by (i) in the case of the first Rent Review Date, a percentage equal to the percentage change in the CPI between the Commencement Date and the previous Rent Review Date or (ii) in the case of all subsequent Rent Review Dates, a percentage equal to the percentage change in the CPI between the current Rent Review Date and the previous Rent Review Date.
- 4.3 The Owner shall calculate the indexed rent as soon as reasonably practicable and shall give the Hirer written notice of the indexed rent as soon as it has been calculated.
- 4.4 Time shall not be of the essence for the purposes of this clause.

5 Term

- 5.1 This Agreement will remain valid for the Term unless otherwise terminated in accordance with the further provisions of this Agreement. If the Term is exceeded, the terms and conditions of this Agreement shall continue in force and shall continue to govern the hire of the Equipment until such time as either:
 - (i) a new agreement is entered into by the parties in respect of the Equipment; or
 - (ii) this Agreement is terminated by either party in accordance with the further provisions of this Agreement.
- 5.2 The Owner may terminate this Agreement at any time on provision of at least one months' written notice to the Hirer. The Hirer may terminate this Agreement at the end of the Term or on any date thereafter on provision of at least three months' written notice to the Owner. Where agreed between, the parties the Owner may agree to collect the Equipment before the relevant notice period expires provided that the Owner receives payment in lieu of notice.

6 Insurance

- 6.1 The risk of loss, theft, damage (other than fair wear and tear) or destruction of the Equipment or any part of it shall pass to the Hirer on delivery of the Equipment to the Site. The risk of loss, theft, damage (other than fair wear and tear) or destruction of the Equipment or any part of it shall remain at the sole risk of the Hirer until such time as the Equipment is returned to the Owner.
- 6.2 Until such time as the Equipment is returned to the Owner, the Hirer shall be responsible for taking out and maintaining a policy of insurance, in the joint names of the Owner and the Hirer:-
 - 6.2.1 insuring the Equipment comprehensively to a value not less than its full Replacement Value (including all taxes duties and other payments which may be incidental to any replacement) against all usual risks of loss, damage or destruction by fire, theft or accident;
 - 6.2.2 insuring for such amounts as a prudent operator of the Equipment would insure in respect of any third party or public liability risks of whatever nature and howsoever arising in connection with the Equipment;
 - 6.2.3 insuring against such other or further risks relating to the Equipment as may be required by law together with such other insurance as the Owner may from time to time consider reasonable; and
 - 6.2.4 which includes public liability insurance cover in an amount of not less than €6,500,000 (or Sterling equivalent in the case of a UK Hirer) or such other figure as may be agreed in writing between the Parties from time to time.
- 6.3 In addition, the Hirer shall be responsible for insuring all goods and other property stored in the Equipment and, for the avoidance of doubt, as hereinafter provided, the Owner shall have no liability whatsoever for any goods or other property stored in the Equipment or any losses arising in respect of storage of such goods or other property in the Equipment.

- 6.4 The Hirer shall ensure that the Owner's interest is noted on any insurance policy taken out in compliance with its obligations under this clause 6 and that the level of such policy or policies of insurance shall be sufficient to provide full indemnification to the Owner in respect of these risk outlined in this clause. The Hirer shall further ensure that the policy covers the Equipment during transit, except for delivery by and return to the Owner to and from the Site.
- 6.5 The Hirer shall pay punctually all premiums due for such insurance. The Hirer shall on demand produce to the Owner the policy details and premium receipts evidencing that the obligations of the Hirer under clause 6 of this Agreement have been and continue to be satisfied.
- 6.6 The Hirer shall not do or permit to be done anything which could invalidate the insurances referred to in this clause 6.
- 6.7 In the event of the Hirer failing to insure, or keep insured, the Equipment the Owner shall (without prejudice to its rights in respect of such breach) be entitled (but under no obligation) to insure the Equipment and, where the Owner elects to do so, the Hirer shall reimburse on demand any expenses thereby incurred by the Owner.
- 6.8 The policies of insurance under which the Equipment are covered for the risks specified above shall contain an endorsement noting the Owner's interest in the Equipment. The Hirer shall on demand procure for the Owner a letter from the relevant insurance company addressed to the Owner providing that the policy may not be cancelled or materially modified without 14 days prior written notice to the Owner.
- 6.9 The Hirer shall promptly notify the Owner of any occurrence which shall or may give rise to a claim under any policy of insurance which is in any way related to the Equipment and shall not agree to the settlement of any such claims without the prior written agreement of the Owner and shall, if the Owner requires the Hirer to do so, assign to the Owner all rights, claims and benefits under such a policy and pay to the Owner on demand all duties payable on such assignment.

7 Delivery

- 7.1 Unless otherwise provided by this Agreement, it shall be the Owner's responsibility to effect delivery of the Equipment to and from the Site. Any permitted transportation, movement, loading and unloading of the Equipment between places of use in either the Republic of Ireland, the United Kingdom and elsewhere shall be the Hirer's sole responsibility. The Hirer shall also ensure that the Equipment is covered under the insurance policy referred to at clause 6 for such transportation and movement.
- 7.2 In advance of delivery of the Equipment, the Hirer shall obtain, and shall confirm to the Owner that they have obtained, all permissions and approvals needed for the delivery and use of the Equipment at the Site including (without limitation) landlord's consent, planning permissions and building regulation approvals. The Owner shall not be liable for any delay in delivery which is caused by a failure of the Hirer to comply with its obligations pursuant to this clause.
- 7.3 The Hirer shall inspect the Equipment before taking delivery of it and shall sign a delivery note on which any defects in the Equipment shall be noted. The delivery note so completed shall be conclusive evidence of the state of the Equipment when it was delivered to the Hirer save in respect of any fault not ascertainable by reasonable examination. Where no delivery note has been signed, unless notification in writing to the contrary is received by the Owner from the Hirer within 7 days of delivery, the Equipment shall be deemed to be in good order save in respect of any fault not ascertainable by reasonable examination.
- 7.4 Acceptance of delivery of the Equipment shall constitute the Hirer's acceptance of the terms and conditions of this Agreement.
- 7.5 If the Hirer is not ready to take delivery of the Equipment on the Commencement Date, and the Equipment has been built or prepared for the Hirer in accordance with the Quotation, the Rent shall nonetheless commence on the Commencement Date notwithstanding that delivery has not occurred. Alternatively, where the parties agree that the Commencement Date shall be deferred, the Owner may charge the Hirer a holding fee (at a rate to be specified by the Owner in writing) from the original Commencement Date until such time as delivery is effected, such holding fee to be payable in accordance with the payment terms set out in clause 3.

8 Liability of the Owner

- 8.1 This clause sets out the entire financial liability of the Owner (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Hirer under this Agreement including but not limited to:-
 - (a) any breach of this Agreement;
 - (b) any use made by the Hirer of the Equipment; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement, including but not limited to any such terms implied by the Sale of Goods Act 1893 or the Sales of Goods and Supply of Services Act 1980 (Republic of Ireland) or the Sale of Goods Act 1979 (United Kingdom).
- 8.3 **NOTE:** The Owner's maximum aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for breach of this Agreement or arising in connection with the performance or contemplated performance of this Agreement shall in no event exceed the aggregate Rent paid by the Hirer to the Owner in the 12 month period immediately preceding the date of the liability in question.
- 8.4 The Owner recommends that a temperature monitoring and alert system be installed in, and used in connection with the operation of, all refrigeration units. Any temperature monitoring and/or alert systems supplied by the Owner in connection with the Equipment provide back-up monitoring or alert systems only. Notwithstanding the inclusion of such a temperature monitoring system, the Owner shall not be liable in respect of any failure of such temperature monitoring and/or alert system and the Hirer shall be fully responsible for ensuring that appropriate steps are taken to monitor the Equipment and the alert systems to ensure that they are operating correctly and to detect any malfunction. For the avoidance of doubt, the Hirer shall be responsible for ensuring that the appropriate supplies, services and/or connections (including the relevant telecommunications and electricity connections and services) are in place and maintained to allow these systems to function correctly. The Owner recommends that a locking bar or any other locking system is not installed on the door. The Owner shall not be liable for the use or any consequences of the use in connection with the Equipment of any locking bar or locking

system supplied by the Owner or fitted to the Equipment by the Hirer or the Owner and the Hirer shall indemnify and hold Owner harmless, in respect of any claims arising which relate in whole or in part to such locking bar or locking system.

- 8.5 Subject to clause 8.7, the Owner shall have no liability in respect of, and the Hirer shall fully and effectively indemnify the Owner against, all claims by any person whatsoever for death or injury to any person or property caused by or in connection with or arising out of the state, condition, use or abuse of the Equipment and whether due to the Hirer's negligence or otherwise. For the avoidance of doubt, **the Owner shall not be liable in respect of any of the following:**
- (a) loss, damage or destruction of any stock, product or goods stored in the Equipment;
 - (b) loss or damage arising out of any mechanical, technical or other problems with, or interruption to the power supply to, the Equipment (or any part thereof including for the avoidance of doubt any temperature monitoring systems) and in respect of all costs and charges incurred in connection with any such loss or damage (whether arising under statute or common law);
 - (c) any loss or damage arising in respect of any direct or indirect loss, loss of business, profits, wages, fees or expenses due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it for whatever reason; and
 - (d) any loss damage expenses or costs incurred in the relocation of the Equipment.
- 8.6 A pro-rata allowance on the Rent will be made to the Hirer for the term of any stoppage due to breakdown of the Equipment caused by inherent fault or a fault caused by fair wear and tear asserted by the Hirer and accepted by the Owner (acting reasonably) but no such allowance shall be made in respect of routine repairs and maintenance in accordance with the terms of this Agreement and no such allowance will extend to breakdowns due to the Hirer's fault or negligence. In particular, the Hirer shall not be entitled to any other allowance or compensation in respect of any matter howsoever arising as a consequence of any such stoppage.
- 8.7 Nothing in this Agreement shall exclude or in any way limit:
- (a) either party's liability for death or personal injury caused by its negligence;
 - (b) either party's liability for fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be excluded by law.
- 8.8 The Owner shall not be liable to the Hirer for loss of profit, loss of revenue, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement.

9 Repairs & Alterations

- 9.1 All repairs to the Equipment must be carried out by the Owner or under its direction. The Hirer shall not attempt to carry out any repairs to the Equipment. The Hirer shall inform the Owner as soon as reasonably practical of any repairs required to the Equipment and of all other material matters relating to the Equipment. If the Owner decides that repairs to the Equipment are necessary it may arrange for such repairs to be carried out at the Site or at any location of its nomination where deemed necessary.
- 9.2 The cost of any repairs to the Equipment found by the Owner to be necessary (other than repairs necessary through inherent fault or ordinary use and reasonable wear and tear) shall be paid by the Hirer to the Owner upon demand. In particular the Hirer shall be responsible for all expense involved and arising from any breakdown of the Equipment (or any part thereof) and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the Equipment and the Rent shall continue to be paid by the Hirer during stoppages due to such causes.
- 9.3 The Hirer shall make no change, alteration or modification to the Equipment without the prior written consent of the Owner.

10 Hirer to inspect Equipment

The Hirer shall take all reasonable steps to keep itself acquainted with the state and condition of the Equipment and shall maintain all operating and maintenance records as the Owner may reasonably require and shall notify the Owner as soon as reasonably practicable if repairs are required. Without prejudice to the generality of any other provision of this Agreement, if the Equipment is operated or used while in an unsafe or unsatisfactory condition the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom, including damage and loss occurring to the Equipment and any third party. Any current inspection report in respect of the Equipment which is required under relevant legislation, or a copy of it, shall be supplied by the Owner if requested by the Hirer and returned on the termination of this Agreement.

11 Proper use of Equipment

- 11.1 For the duration of this Agreement, the Hirer shall ensure that the Equipment is kept and operated in a suitable environment.
- 11.2 The Hirer shall use the Equipment in a careful and skilful manner. The Hirer undertakes to comply with all instructions that may be provided by the Owner as to the storage, use, operation or maintenance of the Equipment and with all manufacturer's operating instructions (where applicable). Where any part of the Equipment is electrical, the Hirer shall ensure that it is used with the plugs and/or sockets as fitted on delivery – if temporarily fitted with other suitable plugs and/or sockets, this shall be carried out by a competent person and on termination of this Agreement the Equipment shall be returned (at the Hirer's expense) to its original condition. The Hirer shall be responsible for arranging and maintaining a suitable supply of electricity for use with the Equipment and for connecting the Equipment to such electricity supply. Under no circumstances should the Equipment be used without being correctly earthed.
- 11.3 The Hirer will be responsible for compliance with relevant legislation, of the jurisdiction of the Site or other permitted place of use of the Equipment, which is applicable to the Equipment or its operation and any regulations made thereunder, including but not limited to the following:

in circumstances where the Site or other permitted place of use of the Equipment is located in Ireland, the Factories Act 1955 (as amended), the Safety, Health and Welfare at Work Act 2005 (as amended) as well as, where applicable, the Road Traffic Acts 1961 (as amended).

in circumstances where the Site or other permitted place of use of the Equipment is located in the United Kingdom, the Health and Safety and Work Act 1974 (as amended) as well as where applicable, the Road Traffic Act 1988 (as amended)

- 11.4 It is the responsibility of the Hirer to ensure that all people who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instructions that may be supplied by the Owner and/or the manufacturer's operating instructions (where applicable). It is the responsibility of the Hirer to have read, Understood and communicated the QF56 General Safety Procedures for Refrigerated Units, as outlined in Schedule 1 to this Agreement, and ensure these are communicated to all on Site. Where applicable, the Hirer will request training in writing on how to operate the Equipment.
- 11.5 The Hirer acknowledges that the Owner shall not be responsible for any loss of, or damage to, the Equipment arising out of or in connection with any negligence, misuse, or mishandling of the Equipment by the Hirer or otherwise caused by the Hirer or its officers, agents, employees or contractors and the Hirer undertakes to indemnify the Owner on demand against the same and against all losses, liabilities, claims, damages, costs and expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of this Agreement.
- 11.6 The Hirer shall not attach the Equipment to any land or buildings so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed and the Hirer must make good and repair any damage caused by such affixation or removal of the Equipment from any land or building and shall indemnify the Owner against losses, costs or expenses incurred as a result of such affixation or removal.

12 **Inspection by Owner**

The Hirer shall allow the Owner access at all times to the place where the Equipment is situated for the purposes of inspection.

13 **Notice of Accidents**

If the Equipment is involved in any accident resulting in injury to persons or damage to property, the Hirer must give immediate notice to the Owner by telephone and confirm such notice in writing to the Owner.

14 **Ownership**

The Equipment shall at all times remain the property of the Owner and the Hirer shall have no right, title or interest in or to the Equipment other than the right to possession and use of the Equipment subject to the terms and conditions of this Agreement.

15 **Intellectual Property**

All Intellectual Property Rights in, or arising out of or in connection with the Equipment, and any materials, works, drawings, plans, data, specifications, marketing materials, websites, mobile commerce sites in relation thereto shall be owned by the Owner.

16 **Confidentiality**

The Hirer shall keep in strict confidence and not disclose to any third parties all technical or commercial know-how, pricing information, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the Owner, its employees, agents or subcontractors, together with any other confidential information concerning the Owner's business, its products and services which the Hirer may obtain.

17 **Place of Use & Hirer not to part with possession**

- 17.1 The place of use of the Equipment shall be that specified in writing and agreed between the parties from time to time. The place of use as at the commencement of this Agreement shall be the Site. The Equipment shall not be moved from the Site or any other agreed place of use without the prior written consent of the Owner.
- 17.2 The Hirer shall not sell, assign, sub-let, pledge, mortgage, charge, encumber or part with possession of (or otherwise suffer the Equipment to be confiscated, seized or taken out of its possession or control by any third party) or otherwise deal with the Equipment or any interest in it or create or allow to be created any lien on the Equipment whether for repairs or otherwise. In the event of any breach of this clause by the Hirer, the Hirer shall immediately notify the Owner and this Agreement shall terminate with immediate effect and the Owner shall be entitled (but shall not be bound) to pay to any third party such sum as is necessary to procure the release of the Equipment from any charge, encumbrance or lien and shall be entitled to recover this sum from the Hirer forthwith and in any event the Hirer shall indemnify the Owner in full and on demand against all losses, costs, charges, damages and expenses incurred by the Owner in recovering or repossessing the Equipment.
- 17.3 The Hirer acknowledges the Owner's title to the Equipment and if at any time during the continuance of this Agreement the Hirer has lost or relinquished possession of the Equipment the Hirer shall use its best endeavours to assist the Owner to resume possession of the Equipment and hereby authorises the Owner to enter upon the Hirer's premises and shall take all steps to ensure that the Owner may enter such other premises to recover the Equipment, including by procuring from any person having an interest in such premises a right for the Owner to enter onto such premises to recover and remove the Equipment for these purposes.
- 17.4 If the Hirer fails after reasonable notice from the Owner to permit the Owner to inspect the Equipment or if the Hirer fails to effect return of the Equipment to the Owner when required to do so by the terms of this Agreement, the Owner may serve notice that the Equipment is lost and at the same time demand payment of the total of the sums due under this Agreement. In the event of loss, theft or destruction of the Equipment or any damage thereto which the Owner in its sole discretion shall determine is not repairable, the Hirer shall be liable to the Owner for the full Replacement Value of the Equipment.

18 **Plating**

The Hirer shall ensure that at all times the Equipment remains identifiable as the Owner's property. The Hirer shall allow the Owner to affix to the Equipment a plate or identification mark indicating that the Equipment is the property of the Owner and the subject of this Agreement and such other information as the Owner may require. In such event the Hirer shall ensure that such plate or identification mark does not become removed, detached, defaced or obliterated.

19 Termination for Breach

Without affecting any other right or remedy available to it, the Owner may terminate this Agreement with immediate effect by giving notice to the Hirer in the following events:-

- 19.1 any failure on the part of the Hirer to make punctual payment of all sums due to the Owner under the terms of this Agreement;
- 19.2 any failure on the part of the Hirer to observe any other of its obligations under this Agreement which breach is irremediable or, if such breach is remediable, where the Hirer fails to remedy that breach within 5 days of being notified to do so;
- 19.3 the levying of any distress or execution against the Hirer or the whole or any part of the Hirer's assets or the making by it of any composition or arrangement with creditors or, being a company, the Hirer's insolvency or liquidation (other than a member's voluntary liquidation) or being an individual, the Hirer's bankruptcy;
- 19.4 the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- 19.5 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer (being a company);
- 19.6 the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 19.7 a person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;
- 19.8 any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.3 to clause 19.7 **Error! Reference source not found.** (inclusive);
- 19.9 the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;
- 19.10 parting with possession of the Equipment prior to return of same to the Owner or the doing or permitting of any act whereby the Owner's rights in the Equipment may be prejudiced or put in jeopardy; or
- 19.11 where the Hirer suspends or ceases or threatens to suspend or cease carrying on all or a substantial part of its business.

20 Termination Consequences

- 20.1 In the event of this Agreement being terminated howsoever caused, the Owner's consent to the Hirer's possession of the Equipment shall be deemed to have been revoked and the Hirer shall allow the Owner to effect repossession and return of the Equipment without obstruction in accordance with the terms of this Agreement. If the Hirer fails to do so the Owner shall be entitled, without notice and at the Hirer's expense, to retake possession of the Equipment and the Owner shall be entitled for the purpose of retaking possession to enter upon the Hirer's premises or any other premises at which the Equipment is located (and the Hirer shall take all steps to ensure that the Owner may enter such premises to recover the Equipment, including by procuring from any person having an interest in such premises a right for the Owner to enter onto such premises to recover and remove the Equipment for these purposes) and, in addition, without prejudice to any other rights and remedies of the Owner, the Hirer shall forthwith pay to the Owner:
 - 20.1.1 all arrears of Rent and any other sums due under the terms of this Agreement together with any interest accrued thereon;
 - 20.1.2 all further Rent or other charges which would, but for the determination of the Owner's consent to the Hirer's possession of the Equipment, have fallen due during the Term; and
 - 20.1.3 damages for any breach of this Agreement and all expenses and costs incurred by the Owner in resuming possession of the Equipment or enforcing the Owner's rights under this Agreement.
- 20.2 On or after the date of termination of this Agreement, the Hirer may apply in writing for return of any Deposit or that part thereof not retained by the Owner. The Owner shall be entitled to retain all or part of the Deposit in respect of any liability of the Hirer to the Owner under this Agreement or any other contract between the Owner and the Hirer.
- 20.3 In the event of this Agreement being terminated howsoever caused:-
 - 20.3.1 the Owner shall be entitled to exercise any one or more of the rights and remedies provided for in this Agreement or arising in consequence of the Hirer's conduct and the determination of the Owner's consent to the Hirer's possession of the Equipment shall not affect or prejudice such rights and remedies; and
 - 20.3.2 the Hirer shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the Owner may have taken possession of the Equipment or exercised one or more of the rights and remedies of the Owner.
- 20.4 Without prejudice to the Owner's other rights and remedies under this Agreement, this Agreement shall automatically terminate if due to the Hirer's actions or default the Equipment is, in the Owner's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.
- 20.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

21 Owner's right to assign

This Agreement and all rights and obligations under it may be assigned or transferred by the Owner to any party.

22 Arbitration

- 22.1 Any dispute or claim arising out of or in connection with this Agreement, including any question regarding its breach, existence, validity or termination, shall be referred to and finally determined by arbitration.

- 22.2 The arbitrator shall be agreed upon by the Parties or, in default of agreement between them within five (5) days of one Party nominating an arbitrator in writing to the other Party, by an arbitrator appointed on the written application of any Party by:
the President for the time being of the Law Society of Ireland; or
where the Hirer is a UK registered entity, the London Court of International Arbitration
(the "Arbitrator").
- 22.3 The Arbitrator shall be required to proceed promptly and diligently and to render his decision as soon as practicable. The decision of the Arbitrator shall be presented in separate findings as to fact and law. The award of the Arbitrator shall be final and binding on the Parties from which no appeal may be taken, and an order confirming the Arbitrator's award or judgement upon such award may be entered in any court having jurisdiction. The award of the Arbitrator may include pre-award interest and equitable relief to the extent that the Arbitrator deems appropriate. The award shall include interest from the date of the award until paid in full at a rate to be fixed by the Arbitrator.
- 22.4 In any award made by him, the Arbitrator may assess his own fees and expenses and those of the arbitration and the witness and legal fees of the Parties, or any part thereof, against one or more of the Parties, taking into account the circumstances of the case.
- 22.5 The Arbitrator shall act in accordance with:
the Irish Arbitration Act 2010 and any modification or re-enactment for the time being in force; or
where the Hirer is a UK registered entity, the UK Arbitration Act 1996 and any modification or re-enactment for the time being in force
- 22.6 Notwithstanding the initiation of arbitration proceedings, each Party shall continue to perform all duties and obligations under this Agreement, on a without prejudice basis

23 General

- 23.1 Any delay or failure of the Owner to exercise any of its rights or remedies under this Agreement shall not constitute a waiver of any of the Owner's rights or remedies which may be enforced separately or concurrently with any other right or remedy in the future accruing to the Owner to the effect that such rights are cumulative and are not exclusive of each other.
- 23.2 The Hirer acknowledges that these terms and conditions, together with the Quotation, contain the whole agreement between the Parties (including but not limited to the full extent of the Owner's obligations and liabilities in respect of the Equipment) and that it has not relied upon any oral or written representation made to it by the Owner or its employees or agents. This Agreement supersedes and extinguishes any prior agreement between the Parties in respect of the Equipment, whether written or oral. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties / or their authorised representatives).
- 23.3 Headings contained in this Agreement are for reference purposes only and should not be incorporated into the Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.
- 23.4 Any notice to be served on either Party by the other shall be sent by prepaid recorded delivery or by hand delivery to the address of the respective recipient party as noted at the beginning of this Agreement.
- 23.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 23.6 At its own expense, each party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.
- 23.7 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute one Agreement.
- 23.8 With the exception of the Hirer's obligations to make any payments due to the Owner, neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform any of its other obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

24 Governing law

- 24.1 Save in the case where the Hirer is a UK registered entity, this Agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.
- 24.2 Where the Hirer is a UK registered entity, the Agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales

Schedule 1

QF56 General Safety Procedures for Refrigerated Units

Refrigerated Units

The refrigerated units are used for storage of perishable goods. These facilities pose special risks to workers. All workers should be aware of the possibility of hypothermia, the enclosed space causing reduced oxygen levels as well as poorly or non-functioning opening mechanisms. Cooperation and respect for this facility is a necessity

When you are in a refrigerated unit, you are often "alone" in that space, even during regular work hours. You should be aware of this and take the necessary precautions to reduce your risk. Basic precautions for working in the unit are:

Recommendations for working in Refrigerated Units

- Try always to work with a buddy. There is safety in numbers and an immediate support system in the event of an emergency.
- Be aware! Cold temperatures affect you both mentally and physically.
- Tell someone, your supervisor or another co-worker that you are going to work in the refrigerated unit and when you will return. If you are going to be in a unit for an extended period, timed checks are advised. Do not forget to report back to that contact person at the agreed upon time(s)!
- You should be aware that mobile phones might not work well in the refrigerated unit. Before relying on this as a communications device, check to see if it will work in that space. Remember that frozen batteries might disable the phone.
- Have a contact person and a check-in schedule. Ensure that your contact can access the unit if the need arises. Check-in at least once an hour. Cold temperature reduces you mental alertness and physical coordination, so do not work in units for extended periods without a physical and mental rest period. Access is restricted to regular business hours of operation.
- Any work that requires moving, shelving/retrieval of heavy boxes or ice core must not be done alone.
- An appropriate stool or ladder should be used for shelving/removal of ice core or material from the upper storage shelves.
- Coats/mittens/head wear or other fabric items of work gear must be hung on the hangers provided outside of the walk-in freezer. Fabric items should not be left on the floor, tables, chairs, storage boxes or blocking the cooling unit machinery.
- DO NOT change the temperature of the unit unless with permission from your supervisor. Many of the freezers are alarmed, so changing the temperature could cause false alarms.
- Do not block or cover the cooling fan units inside the unit.

SCHEDULE 2

SERVICE LEVELS

1 Service - scope

- 1.1 The Owner agrees to use reasonable endeavours to carry out Preventative Maintenance so as to maintain the Equipment. The Hirer shall co-operate with the Owner to facilitate this maintenance. ("PM-Checkover").

2 Hours of Work

The routine maintenance shall be carried out within the hours of 08:30 to 17:00 hours Monday to Thursday and 8:30 to 15:00 hours on Friday, excluding public holidays.

3 Call out Service

- 3.1 The Owner shall provide a 24-hour call-out service, including public holidays to attend to urgent or emergency matters at the Site.

- 3.2 The Hirer's representative (as notified to the Owner) will contact the owner's nominated contact and shall state the nature of the problem requiring service personnel presence at the Site.

- 3.3 The service numbers for Owner's personnel (in descending levels of escalation) are as follows:

- +353 46 943 5000 – CRS Ireland head office (8:30 to 17:00 GMT)
- +353 87 259 0820 – CRS Ireland 24 hour on call engineer
- +353 87 926 4204 – CRS Ireland Service Team Leader
- +353 87 650 4000 – CRS Ireland James Carey Senior Engineer
- +353 86 849 4836 – CRS Director Patrick Tyrrell
- [0800 111 4611 – CRS UK Service Number](#)
- [+44 7974 403517 – CRS UK Sales Manager](#)
- [+44 152 587 2727 – CRS UK head office \(9:00 to 17:00 GMT\)](#)