

## DANCOLD BUSINESS CONDITIONS OF HIRE

All of the responsibilities set out below will commence upon collection from Dancold's premises, or upon receipt of delivery to the arranged delivery address; and cease upon return to Dancold subject to the equipment being passed in accordance to the damage inspection check, and receipt of a signed checklist.

The Hirer, from hereof as defined in (1a), accepts, in full, Dancold's: Terms and conditions of sale and Dancold's conditions of Hire.

1. The Trailer is supplied purely on a rental basis and remains the property of Dancold at all times.
2. It is the Hirer's responsibility to protect the trailer from all damage beyond normal wear and tear. Upon return, the trailer will be inspected for damage by a representative of Dancold. Any damage incurred will be repaired by either Dancold, or a third-party company appointed by Dancold. The Hirer must reimburse Dancold in full within 30 days of invoice being produced.
3. The Hirer must report any faults to Dancold immediately. Failure to do so could result in permanent damage. Any costs incurred for repairs will be reimbursed by the Hirer.
4. Should the Hirer collect and/or return the trailer, or if the hirer moves the trailer; the Hirer shall be responsible for all punctures, blow-outs and damage to tyres.
5. The Hirer should insure the trailer for All Risks at full replacement value as defined in (3c). Evidence of the Hirer's current All Risks insurance cover is to be provided prior to delivery/collection of the trailer. Should the Hirer not choose to insure the trailer, he or she will be liable for all risks associated with this agreement.
6. Once sited, the Hirer or Dancold shall install the supplied wheel clamp and hitch-lock to the trailer. Should the trailer, during the term of the agreement, as defined in (2a) & (2b), be stolen; the Hirer shall report the incident to Dancold and to the police. The Hirer is responsible for reimbursing Dancold for the full costs of a replacement trailer as defined in (3c).
7. The safety of anybody using the trailer whilst within the terms of this agreement is the responsibility of the Hirer.
8. The Hirer shall pay to Dancold, prior to collection or delivery of the trailer, a deposit as defined in (2d). Such amount returned following return to the company of the trailer and inspection thereof subject only to deduction in respect of any damage incurred, or in respect of amounts due to Dancold and unpaid by the Hirer under any part of this agreement.
9. Dancold will not accept any responsibility for any product contained within the trailer during the terms of this agreement. Regardless of whether the cause is due to a failing in our equipment.

## DANCOLD BUSINESS TERMS & CONDITIONS OF SALE

### DANCOLD LTD business terms and conditions of sale

All orders for good and services accepted by Dancold Ltd ("the vendor") are accepted subject to the following conditions which shall form part and govern the contract of sale. Acceptance of goods/services shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by a purchaser either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the vendor has authority to vary these conditions unless accepted in writing by the general manager of Dancold Ltd, hereinafter referred to as "the manager".

#### 1. Availability of Goods / Services

The vendor will use its best endeavors to comply with the date named for delivery or commencement of works, the date of which is given and intended as estimate only and is not to be the essence of the contract. If owing to non-availability of the goods or any other causes beyond the vendor's control, the vendor shall be unable to effect delivery or commencement of works hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the purchaser.

#### 2. Payment and Price

(a) The vendor reserves the right to vary the quoted price from 60 days after the date the quote was produced by upward additions in accordance with market conditions at the date of actual supply and the purchaser shall pay such additions in addition to the quoted price. (b) All invoices are due for payment within 15 days from the date shown on the invoice. Payment is to be made in sterling unless otherwise agreed in writing by the manager.

#### 3. Property and Risk

For so long as any amounts remain owing from the purchaser to the vendor (whether immediately due or not) title to the property of the goods shall remain in the vendor and ownership will not pass to the purchaser until the vendor has received payment in full. In the event of the purchaser reselling the goods, if the vendor has not received all amounts owing to it, the purchaser shall account to the vendor for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of the vendor until the vendor have received such amounts in full. The vendor shall have the right to trace all proceeds in accordance with the principles of R. V. Halletts Estates 1880 13CH.D96. At any time after the due date for payment from the purchaser to the vendor, and so long as such amounts have not been received by the vendor in full, the vendor, at the purchaser's expense, shall have the right to enter the purchasers premises and remove here from all goods which remain the property of the vendor.

#### 4. Design Variation

Whilst the vendor makes every effort to ensure that goods/services supplied correspond to in every respect with the specification or description provided as the case may be, the vendor is not responsible for the minor variations in specification, in colour or other design features, and no such minor variation shall entitle the purchaser to rescind the contract or shall be the subject of any claim against the vendor by the purchaser.

#### 5. Claims

(a) No liability for any claim for damage, non-functionality or design dispute shall be accepted unless the vendor is notified in writing by the purchaser 14 days of delivery/completion of works undertaken. This period may be extended at the sole discretion of the vendor where the manufacturer's replacement policy exceeds this deadline. (b) No liability for any claim for missing items such as manuals, etc. shall be accepted unless the vendor is notified in writing by the purchaser within 14 days of delivery/completion of works. (c) In the case of active third-party on-site maintenance contracts, the purchaser accepts an obligation to use the services of the contracted third-party to resolve claims under clause 5(a).

#### 6. Guarantee

(a) Our products and services are guaranteed against manufacturing and installation faults in material and workmanship, the warranty period is between 1 and 3 years depending on the manufacturer and type of product/service. The warranty is subject to the manufacturer conditions. (b) The purchaser shall, unless otherwise, in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period. (c) During the guarantee period any repair or rectification performed on the product/installation must only be completed by either the product manufacturers service or an engineer working for, or authorized by the vendor, authorisation must be given in writing and signed by the manager. The Guarantee of any product or installation found at fault following a third party's involvement will be void and the purchaser will be subject to the necessary repair costs.

#### 7. Returned Goods

(a) The vendor will not accept goods for credit or rectification unless such return has been authorised by the manager, and the goods are received by the vendor in stock condition, with original packaging and the vendor retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The vendor reserves the right to charge a restocking fee on goods returned for credit which are not in stock condition. (b) The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to the vendor for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by the vendor. The onus of proof of safe delivery shall rest with the purchaser. (c) All items returned to the vendor by prearrangement and found to contain no fault, will be subject to a 10% (minimum £8) restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the vendor. (d) No credit shall be allowed for goods until they have been received complete.

#### 8. Consequential Loss

The extent of the vendor liability to the purchaser for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the vendor shall in no circumstances whatsoever be liable to the purchaser in respect of any loss or damage whether suffered by the purchaser or any customer of the purchaser and whether direct, indirect, consequential, or however else arising.

#### 9. Law

(a) If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions. (b) This contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law

#### 10. Payment

DANCOLD LTD accept payment as follows: Cash Sterling. Currency tendered in person. Do not send cash through the post or by carrier.

Cheques. To be made out to Dancold Ltd. Please include the corresponding invoice number.

Bank transfers. Payment should be made to Santander, 53 High Street, Exeter, Devon, EX4 3HE, Sort Code 09-01-29, Account Number 10532119. Account name DANCOLD LTD. Please contact us if you have any queries on paying by this method.

#### Credit Terms

Under £4,000 gross: Our normal credit terms are 30 days from date of invoice or supply, credit may be extended under the vendor's discrepancy. Over £4,000 gross: 30% of net total subject to VAT due upon order confirmation and prior to any equipment delivered, pro-forma invoice will be raised; 40% of net total subject to VAT due upon delivery of equipment; remaining 30% due 30 days from date of final invoice issued upon completion of works.

#### 11. Complaints

Dancold Ltd take complaints very seriously, we aim to ensure that making a complaint is made as easy as possible by providing to the customer, several methods of contact, all of which are listed below. We promise to deal with all complaints promptly and in the strictest of confidence.

Complaints made to Dancold Ltd will be used to help us learn how to improve our service for the future, we will review the complaint and ensure procedures are updated to ensure risk of dissatisfaction is minimised in the future.

#### Complaints resolution policy

1. Record all complaints in writing in the Complaints Record Book with date received, action required and the date to complete.
2. Acknowledge in writing to the customer, receipt of the complaint and confirm that it is being dealt with in accordance with the Complaints Resolution Policy by sending a copy of this statement to the customer.
3. Respond to all complaints within a period of Seven working days.
4. Record all intermediate and final responses, with dates, to all complaints in the Complaints Record Book, including notes on all verbal exchanges, together with details of the actions taken to resolve the complaint.
5. Agree the corrective action with the customer and carry out all necessary works to resolve complaints within four working weeks or as agreed with the customer.

#### How to make a complaint

If you wish to make a complaint you can contact Dancold Ltd in any of the ways listed below.

**By email** at [info@dancold.co.uk](mailto:info@dancold.co.uk)

**In writing** to Dancold Ltd, Unit 1, Pinbrook Industrial Estate, Exeter, EX4 8JU

**By Phone** on 01392 757499

**In person** at our office, addressed above.