

TOTAL EVENT HIRE LTD

01/01/2011

MAIN TERMS & CONDITIONS

Total Event Hire Ltd – 'The Company'

1. The contract shall become binding when 'The Company' have confirmed the order to you 'The Hirer' either verbally or in writing as appropriate.
2. The hire period is for 1 – 3 days unless stated otherwise by 'The Company'. 'The Hirer' may not extend the hire period without prior permission from 'The Company', and 'The Hirer' shall be charged extra accordingly.
3. 'The Company' reserve the right to revise or withdraw any quotation prior to acceptance and all quotes are subject to the equipment still being available at the time of confirmation.
4. 'The Company' reserves the right to amend the delivery/collection charges in line with any fuel increases, or an increase in LPG prices.
5. 'The Company' does not accept responsibility for public liability.

EQUIPMENT SUPPLIED

6. Goods remain the property of 'The Company' at all times. All verbal orders and/or acceptance of quotations must be confirmed in writing, otherwise no responsibility will be accepted for shortages or undelivered items.
7. Capacities / dimensions / images and colours quoted or displayed are for indication only.
8. Quantities are quoted either in 'units of ten' or each, it is 'The Hirer's' responsibility that the correct quantities have been ordered.
9. 'The Company' shall not be responsible for any injury or damage to persons or property arising from the use of the equipment under hire. 'The Company' shall in no circumstance be liable for any direct, indirect or consequential loss, damage or extra costs incurred caused by negligence or other default in the performance of its duties.
10. 'The Hirer' shall be responsible for all expenses, loss and/or damage suffered by as arising from any breakdown of equipment due to negligence, misdirection and/or misuse of the equipment and shall pay 'The Company' the full replacement cost of any such equipment.
11. 'The Company' will accept no goods other than that which has been hired and specified on the collection note. Any goods returned which do not belong to 'The Company' will be notified to 'The Hirer'. Should they not be collected within 28 days 'The Company' reserves the right to dispose of them. Should 'The Hirer' wish to have them returned to them it's at 'The Hirer's' expense.
12. We will endeavor to supply the specific items requested, however we reserve the right to substitute an appropriate alternative where necessary.
13. All goods must be returned in the original boxes or transportation equipment they were supplied in, in the correct quantities, a charge will be made for lost boxes/containers. All goods must be ready for collection. It is not the responsibility of Company employees to clear tables, bag laundry.
14. Glasses must be placed in their storage containers as indicated on the side, failure to do this will result in a sorting charge.

AMENDMENTS

15. Amendments to orders will only be accepted **5 working days** or more prior to the delivery date ~ 'The Company' will not accept reductions to confirmed orders after this time. 'The Company' will make every effort to accommodate additions to orders subject to availability or will try to source additional equipment which may incur additional charges which will be stated by 'The Company' prior to delivery.

DAMAGED /MISSING EQUIPMENT

16. During the period of hire, 'The Hirer' is solely responsible for the hire goods/equipment and 'The Hirer' shall at all times be responsible for insuring all goods/equipment until the time it is returned and accepted back into the possession of 'The Company'.
17. 'The Hirer' must return the equipment in good working order, and in a clean condition, cleaning charges applicable to certain items will be charged in advance and will only be refunded if the equipment is returned clean. Any irremovable stains e.g. wax will result in 'The Hirer' being charged the full replacement value of the item.
18. Storage and damage to goods or packaging will be charged accordingly to the full replacement value at the time of hire, details of which are available on request. Replacement cost will be deducted from your credit/debit card 7 days after being informed of any damage/shortages. Account customers will receive a separate invoice. Should 'The Hirer' wish to have any damaged goods returned for inspection 'The Company' must be notified in writing within 7 days of 'The Hirer' being informed of any such damage. Otherwise, the said items will be disposed of. Any goods returned are at 'The Hirer's' expense.

Customer – 'The Hirer'

DELIVERY / COLLECTION

19. The equipment will be delivered to you between the hours of 0800 and 1700 on the delivery date agreed (excluding weekends). It should be made available for collection from 0800 onwards on the collection date agreed.
20. The nature of our delivery schedule precludes us from advising you of an exact time for delivery of the equipment. However, should you require a more definite delivery time a call to the office should give you a more accurate delivery time. 'The Company' cannot be held responsible for any delays caused by events beyond our control or an incorrect delivery address or postcode given. It is 'The Hirer's' responsibility to ensure that the equipment is kept dry and in a secure place until collected.
21. Risk in the equipment will pass to 'The Hirer' immediately when the equipment leaves physical possession or control of 'The Company' and will remain with 'The Hirer' until the equipment is returned to the company's physical possession.
22. 'The Hirer' will notify 'The Company' of any issues regarding access to and from the relevant site and advise 'The Company' of any restrictions relating to access. 'The Company' employees have authority to decline to deliver to any site should they have health and safety concerns or possible contravention of Highway rules.
23. All deliveries and collections will be charged for, unless otherwise agreed by 'The Company'.
24. Goods must be available for collection at the delivery address, unless otherwise agreed. The hire shall be deemed to be continuing until the goods are made available to 'The Company' or returned to their possession. In the case of a late return of hired goods on the part of 'The Hirer' a hire charge equivalent to the daily rate will be made.
25. Any extra expenses incurred where repeat journeys have to be made, will be charged subsequently.
26. When the goods on hire are delivered to 'The Hirer', 'The Hirer' shall inspect the goods and sign the delivery note. In the event of shortage or damage 'The Hirer' shall endorse the note accordingly at the time of delivery. If 'The Hirer' fails to perform any of the obligations under this condition, any goods will be deemed to have been delivered in a clean undamaged condition.
27. Collection of goods – they will only be counted onsite at the specific request of 'The Hirer' to the office in advance. A named representative must be present to check the goods with our driver and countersign the collection note. Failing this, all items will be counted and checked upon return to our premises and our decision as to losses/damage will be final. In the case of items being collected by a third party carrier they are not authorized to check the goods and our decision is final.
28. Any signature provided by 'The Hirer's', employees, agents or representatives shall be deemed to be an authorized signature for an on hirer's behalf. 'The Hirer' shall be liable for the acts and/or omissions of their employees, agents or representative as though they were their own acts and/or omissions.

PAYMENT TERMS

25. Non-account customers – a deposit of 60% of the confirmed booking charge is payable within 7 days of receipt of the confirmed booking. The balance must be received 14 days prior to the hire/event. A MasterCard, Visa or Maestro/Switch card or BACS payment or cash is accepted; should this not be adhered to 'The Company' reserve the right to cancel the booking and withhold 25% of the deposit, the balance will then be reimbursed. Replacement cost will be deducted from your credit/debit card 7 days after being informed of any damage/shortages. Account customers will receive a separate invoice.
26. Account customers – for approved account customers terms are strictly 30 days. We reserve the right to charge interest as per late payment of Commercial Debts (interest) Act as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, should payment be delayed.

CANCELLATION CHARGES

27. Cancellation of booking: **only accepted in writing, and will be confirmed in writing to 'The Hirer'.**
Non-Account Customers –
 - a. 30 days prior to confirmed booking date, deposit returned less 25% administration charge.
 - b. 29 – 15 days prior to the confirmed booking date – 50% refund of full **confirmed** booking charge received.
 - c. 14 days no refund of payments received.**Account Customers –**
 - d. 30 days prior to confirmed booking date – no charge
 - e. 29 – 15 days to confirmed booking date – 10% administration charge of full confirmed booking charges.
 - f. 14 days prior to the confirmed booking date – 25% administration charge of full confirmed booking charges.
 - g. All prices are subject to VAT at the current rate
 - h. We reserve the right to alter prices without prior notice.