

TERMS & CONDITIONS

All hires are subject to these standard terms of hire, a copy of which is provided with every quotation, order confirmation, delivery note and invoice.

1. DEFINITIONS AND LAW

The complete Contract is the document or documents that set out these terms and conditions and all other details relevant to a particular agreement and is hereinafter referred to as the "Contract". The Hired item(s) are those stated in the relevant Contract and are hereinafter referred to as the "Equipment". The "Hirer" is the person, firm, company, corporation or public authority taking the Suppliers Equipment on hire. The parties to the Contract are the Supplier of the Equipment and the Hirer named in the Contract. This Contract shall be governed by and construed in accordance with the law of England

2. Ownership; All Equipment remains the property of Redcarpethire.co.uk and is offered for hire subject to availability

3. Period of Hire; The hire of Equipment will commence from the time Equipment and staff arrive at site, and will continue until completion of dismantling. The hire charges do not include attendance by the Supplier staff during the hire period except during the actual process or erecting & dismantling

4. Booking; Our stocks, whilst comprehensive, can be exhausted at peak times. We work strictly on a first come first served basis so please book early

5. Pricing; The Supplier will not be held responsible for any errors or omissions in quotation and Contracts and reserve the right to correct errors or omissions at a later date. We do not under any circumstances give credit. There will be a minimum hire charge of £65.00

6. Payment; Unless by prior arrangement a deposit of 10% (non refundable) shall be payable 2 months in advance of the date of hire, final payment of the balance shall be required 1 month in advance of the date of hire. If payment is late or over looked then the booking is not deemed as accepted by the Supplier. In the event of default of payment of an account the Supplier will require the Hirer to pay all costs incurred in respect of recovery. This will include solicitors and other legal fees

7. Extent of Contract; The Contract will come into being between the Hirer and the Supplier when the Hirer has placed an order, detailing his requirements and agreeing to be bound by these Conditions, and the Supplier has accepted the order

8. Delivery & Collection; Delivery dates and times shall be agreed in advance with the Hirer, the Supplier accepts no responsibility in the event that the dates, times or location change without prior notification and that a new Contract of hire form is signed by the Hirer and acknowledged by the Supplier. Delivery times are approximate only & failure to deliver on the stated date or specific time shall not render us liable for damage, lost time or any other consequential loss. Hirers should ensure that they or their representatives are at the delivery address. Wasted journeys will be charged for

9. Reductions; Will not be accepted 7 days prior to start of hire. Additions can be made subject to availability at any time

10. Cancellation Charges; Will be charged if a confirmed order (= balance paid) is cancelled or substantially changed at the following rates:

Confirmed Orders Cancelled within 14 days of event 25% of hire charge

Confirmed Orders Cancelled within 7 days of event 50% of hire charge

Confirmed Orders Cancelled within 2 days of event 100% of hire charge

11. The Site; The hire charges are arranged on the assumption the ground is firm and flat, and that there is easy access for motor vehicles and staff. The hire charge does not include making good repairs to the site. Special rates may be applicable if access to the site is too adverse. Fires and Candles under no circumstances to be lit near the Equipment, barbecue or any other heating equipment to be kept well clear

12. Permissions; Any permissions required before the erection of the Equipment shall be obtained by the Hirer. The Hirer shall be responsible for complying with all relevant laws, bylaws & regulations applicable & Incidental to the use of the Equipment

13. Removal of Equipment; Equipment must not be removed from the site specified by the Hirer when the Equipment was delivered or collected as described in the Contract, without the authority of the Supplier or from any subsequently authorised site

14. The Hirer; Has a responsibility to check that all items ordered are delivered and if any of the items are missing, wrong or faulty this should be drawn to the Suppliers attention, to which every effort will be made to rectify the problem. The Supplier reserves the right to alter items to the nearest substitute if necessity arises. The Hirer shall not be entitled to withhold payment of any of the amount payable under the Contract because of any disputed claim of the Hirer in respect of defective services or any other alleged breach of Contract

The Hirer shall deemed to have accepted responsibility for the safe custody of everything hired. The Hirer's responsibility for the Equipment commences on the receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends when the Supplier is in possession of the all the Equipment when the site is cleared. The Hirer will not sell or otherwise part control of the Equipment

15. Damage; During the period of hire all damage or loss is the responsibility of the Hirer and all losses will be charged for, (other than fair wear, and tear, and acts of god). It must be understood that the Equipment is only intended as a temporary structure and to a certain degree will not safeguard against adverse weather conditions

16. Indemnity for lost, stolen or damaged Equipment; The Hirer agrees either to insure the Equipment against loss, theft or damage beyond economic repair on a "new for old" basis or alternatively indemnify the Supplier in a similar amount. All monies received by the Hirer from an insurance company or from any other source in settlement of such claims shall be held in trust by the Hirer and paid to the Supplier on demand. The Hirer shall not compromise any claim without the express consent of the Supplier

17. Non-returned, lost, stolen, damaged, or unclean Equipment

(i) The Hirer accepts full responsibility for the care, safekeeping and return in good order of the Equipment.

(ii) The Hirer will pay to the Supplier all costs incurred by the supplier in rectifying the condition of any Equipment returned damaged or unclean. Additionally, the Hirer will pay to the Supplier a charge equating to the financial loss to the Supplier until such rectification is complete

(iii) In case of Equipment which is lost or stolen or damaged beyond economic repair the Hirer shall in all cases meet the Hirer's obligation under Condition 16.

Additionally, in any case where the loss, theft or damage aforesaid results from any breach of Contract or negligence on the part of the Hirer, the Hirer accepts liability to pay for all financial loss to the supplier until the indemnity referred to in Condition 16 is paid. The Hirers liability under this Condition shall be without prejudice to any other rights of the Supplier

18. Public Liability; The Hirer shall at all times and in all respects indemnify the Supplier against and from, any and every expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to the Hirer and injury to any servant, employee or agent of the Hirer) and in respect of damage to or loss of any property whatsoever (including the Equipment indemnity as determined by condition 16) arising out of or in connection with or consequent upon hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Equipment or any thereof

19. Liability; Can not be accepted for any delays or non – performance due to:

(a) Loss or damage of any of the goods by fire, theft, flood, storm, tempest or accident.

(b) Strikes or industrial disputes.

(c) Weather conditions

(d) Problems caused by Public, Local or location Authorities to which the Hirer should have obtained prior permission

(e) Unsuitable site

(f) Equipment or mechanical breakdown

(g) Act of God

(h) Travel delays

(i) Any other cause outside of the Suppliers control

20. Consequential losses; The Supplier shall not be liable for any consequential losses to the Hirer including any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Equipment, or any part thereof or any breakdown or stoppage of same

21. Acceptance; These Terms And Conditions form part of the Contract for Hire and by the acceptance of the Equipment the Hirer is deemed to have accepted these conditions

22. Determination of hire; The Supplier shall be entitled at any time if the Hirer is in breach of this Contract to terminate this Contract (such termination to be effective immediately) and to repossess the Equipment or any part thereof

23. Rights of access; The Hirer hereby authorises the Supplier (upon production of this document) to enter upon any premises wherein the Supplier reasonably believes any Equipment, or part thereof to be, and if, and in so far as, the Supplier in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same

24. Rights reserved; Any failure by the Supplier to enforce any or all of these conditions shall not be construed as a waiver of any of the Supplier's rights hereunder

25. Separate term validity; Should any term in this Contract be held to be invalid such invalidation will not affect the validity of the remaining terms

26. Terms of Contract; These conditions have effect in substitution for, and to the exclusion of, any conditions put forward by the Hirer

27. Data Protection Act 1998; The Supplier reserves the right to consult whomsoever it considers appropriate for the purpose of trade references and will record information in respect of such opinions which will be made available to other businesses for the continuing assessment of credit risk