

1 INTERPRETATION

The following Terms & Conditions apply to the hire of goods and the sale of products and forms part of the contract between the following parties:

- (i) The **Customer**, as an individual, firm, company or organisation who is the signatory of the contract and is hiring the goods
- (ii) The **Supplier**, Capital H Catering & Leisure Equipment Limited of Unit 3 Marlin Park, Central Way, Feltham, TW14 0AN, and will include its employees, agents and/ or duly authorised representatives

By proceeding to submit an order with Capital H Catering & Leisure Equipment Limited, or upon payment of a Deposit and/or invoice, the Customer understands and accepts these terms and conditions of hire and agrees to be bound by them. This policy should be read alongside our Privacy Policy.

Throughout this document, Capital H Catering & Leisure Equipment Limited is referred to as "Supplier" and the individual/organisation hiring the goods is referred to as the "Customer". Other interpretations include: "Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier; "Hire Goods" means any item/ items specified in a Contract which are hired to a Customer; "Hire Period" means the period commencing when the Customer holds the Hire Goods on hire and ending upon the happening of any of the following events (i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or (ii) the physical repossession or collection of Hire Goods by the Supplier; "Depot" means the Supplier's registered address or place of work; "Liability" means responsibility of any and all damages, claims, proceedings, actions, expenses, costs and any other losses and/ or liabilities; "Products" means the products sold to the Customer by the Supplier; "Services" means the services and/ or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Hire Goods including any cleaning, delivery and/ or collection service for the Hire Goods.

2 BASIS OF CONTRACT

- 2.1 Hire Goods at all times remain the property of the Supplier
- 2.2 Ownership of any Products remains the property of the Supplier until all monies payable to the Supplier by the Customer has been paid in full
- 2.3 A standard hire covers a 1-3 day or weekend (Friday – Monday) hire period where it is intended that the Hire Goods are delivered to the Customer on day 1, their event takes place on day 2 and the Hire Goods are collected on day 3. Sundays are not counted. A standard hire is charged at one days' hire (Goods total x 1)
- 2.4 Extended hire is available at the following rates, subject to availability:
4 – 5 days = Goods Total x 1.5
6 – 7 days = Goods Total x 2
8 – 10 days = Goods Total x 3
11 – 14 days = Goods Total x 3.5
- 2.5 All prices stated are subject to VAT at the prevailing rate
- 2.6 The hire of goods is to the Supplier's discretion
- 2.7 No binding contract will exist between the Customer and the Supplier until (i) Quotations/ Orders are accepted in writing by the Customer and/or (ii) payment of a Deposit or invoice amount has been received and acknowledged by the Supplier with an Order Confirmation being issued to the Customer
- 2.8 Upon payment of a Deposit or invoice these terms and conditions will deem to have been understood and accepted by the Customer

3 NEW CUSTOMERS

- 3.1 New customers are subject to identity checks by the Supplier and orders may be refused if checks are unsatisfactory, a photo ID (passport/ driving licence) and a recent utility bill may be required
- 3.2 Customers applying for account facilities are subject to identity and credit checks by the Supplier which can take up to 60 days for approval, trade/ business references may also be required

4 ORDER CONFIRMATION, CHARGES & PAYMENT

- 4.1 Orders are not confirmed and stock is not reserved until a Deposit payment has been made to secure the order and received/ acknowledged by the Supplier. The balance of the hire charge shall be payable in full 14 days prior to the date of delivery
- 4.2 In the event that orders are placed less than 14 days prior to delivery, full payment will be required to secure the order
- 4.3 All orders must be paid for in full before the delivery/ dispatch date with exception to Account Customers who must meet the 30-day payment terms as stated on their invoice
- 4.4 Interest at the rate of 2% will be levied on all overdue payments from Account Customers
- 4.5 Payment by the Customer on time under the contract is an essential condition of the contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding
- 4.6 All outstanding payments will be paid on demand of the Supplier and before dispatch
- 4.7 It is the Customer's responsibility to check and ensure that all Hire Goods/ Services ordered appear correctly on any documentation received. Only items shown on the Order Confirmation/ Invoice will be reserved for the Hire Period; any errors must be flagged to the Supplier and/or amendments made prior to the order being dispatched, no amendments can be made after this time
- 4.8 A minimum order value of £20 applies, excluding service charges, VAT and Deposit
- 4.9 A minimum £100 refundable security Deposit applies to all orders and must be paid in advance of the Customer hiring Hire Goods; all or part of the security Deposit may be used to cover the cost of any shortages or breakages incurred during the Hire Period
- 4.10 Providing all Hire Goods are returned undamaged and there are no shortages, Deposits will be refunded via the original means of payment within two weeks of the end of the Hire Period
- 4.11 Hire Goods returned to the Supplier late, after the Hire Period has

ended will be subject to additional charges for extended hire

5 DELIVERY, COLLECTION AND SERVICES

- 5.1 It is the responsibility of the Customer to collect the Hire Goods from the Supplier and return them to the Supplier at the end of the Hire Period
- 5.2 There is no charge for Customer's collecting and returning Hire Goods from the Depot in person
- 5.3 Customers who collect and return Hire Goods in person from the Supplier's address will be responsible for loading and unloading their own vehicles
- 5.4 The Supplier is not liable for any damage caused to a Customer's vehicle by the Hire Goods
- 5.5 If the Supplier agrees to deliver and collect the Hire Goods to/ from the Customer it will do so at a cost and this will form part of the Services offered by the Supplier
- 5.6 The Supplier will deliver and collect Hire Goods from a single address when requested and paid for by the Customer
- 5.7 Delivery and Collection service charges will be quoted for at the time of order and are dependent on many factors including, but not limited to, the order requirements, delivery address and time of delivery/ collection
- 5.8 The Supplier will make an additional charge for timed deliveries and collections and further additional charges will also apply to deliveries and collections made outside of normal operational hours of 9.30am to 5.30pm Monday to Friday and 10am to 2pm on Saturday
- 5.9 Standard delivery and collection is to/from a single hard standing area within the event location, on ground floor level or the same level as vehicle access; with no entrance/ exit stairs or lifts, unless pre-arranged and confirmed
- 5.10 The Customer will allow and/ or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/ or agents to allow them to carry out their Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.
- 5.11 It is the Customer's responsibility to provide any coverings to floors, walls and lifts to protect the fabric of their premises
- 5.12 When restrictions are not mentioned prior or suitable parking has not been arranged by the Customer, payment of parking charge notices incurred at a delivery/ collection are the responsibility of the Customer
- 5.13 The Customer or their representative must be present at the time of Delivery/Collection to check quantities and condition of equipment upon delivery and sign for the Hire Goods to confirm agreement; any discrepancies, damage or shortfall on delivery/ collection must be agreed, noted on the delivery note and signed by both the Customer or their representative and the Supplier
- 5.14 If the Customer or their representative is unavailable to check and sign for goods at the time of Delivery/ Collection, the Supplier will either (i) Return Hire Goods to the depot and rearrange Delivery/ Collection for a later date (further charges will be incurred for this action) or (ii) Upon prior agreement with the Customer, deliver and place the equipment in a location considered to be appropriate and safe. In such circumstances the Customer is deemed to have accepted and received delivery of Hire Goods and is from this point liable for any loss or damage to the Hire Goods during the Hire Period
- 5.15 Deliveries left at a premises unattended for any period of time are left at the Customer's risk
- 5.16 The Customer will be charged for failed Delivery/ Collection attempts
- 5.17 If any Services are delayed, postponed and or cancelled due to the Customer failing to comply with its obligations, the Customer will be liable to pay the Supplier's additional costs and charges for such delay, postponement or cancellation
- 5.18 If equipment cannot be supplied on the agreed date due to circumstances beyond reasonable control, the Supplier shall return all monies paid and not be liable to pay further compensation to the Customer
- 5.19 It is a hire condition that Hire Goods will be repacked and ready for collection on the day and time agreed. Tables, chairs and chair pads should be stacked safely and all excess food and drink should be removed from cutlery, crockery and glassware before returning it to its respective containers/ cages. Failure to do so may result in additional charges being incurred by the Customer.
- 5.20 If equipment is returned in a soiled condition and a cleaning fee has not been applied to the order, it is on the understanding that a cleaning surcharge will be incurred by the Customer at the prevailing rate. Specialist equipment may incur a cleaning fee of 30% - 50% of the hire amount
- 5.21 The Supplier will charge for any containers not returned with Hire Goods
- 5.22 The Supplier is not liable for any loss or damage to the Customer's property whilst delivering or collecting Hire Goods
- 5.23 Drivers are not authorised to carry Customer payments or Deposits
- 5.24 Drivers will not count individual items upon collection, all items are checked and counted during the cleaning process at the Depot

6 CARE OF HIRE GOODS

The Customer;

- 6.1 should not remove any labels from equipment or containers provided by the Supplier, interfere with the Hire Goods or their working mechanisms and shall take reasonable care of the Hire Goods and use them in a safe and responsible manner
- 6.2 must notify the Supplier immediately after any breakdown, loss or damage to the Hire Goods
- 6.3 shall take adequate and proper measures to protect the Hire Goods from theft, damage and/ or other risks
- 6.4 should not remove the Hire Goods from the country where the Supplier is located without prior written consent from the Supplier
- 6.5 agrees not to continue using Hire Goods where they have been damaged and will notify the Supplier immediately if the Goods are involved in an accident resulting in damage to the Hire

- 6.6 must ensure that where the Hire Goods require fuel or electricity the proper type or voltage is used and that where appropriate the Hire Goods are properly installed/ operated by a qualified and competent person
- 6.7 shall return the Hire Goods to the Supplier in good working order and condition
- 6.8 will be responsible for any loss, damage or theft of Hire Goods whilst in their possession and deliveries left at a premises unattended at any time are left at the Customer's risk
- 6.9 must ensure that whilst on hire, goods will be stored safely and securely
- 6.10 will take necessary precautions to protect hire equipment from weather elements, all equipment must be returned dry and in cases where equipment is returned wet or damaged due to weather, the Customer is responsible and additional charges may be incurred
- 6.11 must not return Linen in a damp or wet condition as this can cause mildew; damage resulting from mildew or other stains, including floor markings (where the tablecloth is soiled as a result of being placed on or having contact with the floor), grease, wax or burn marks, will result in the Customer being invoiced for ruined Linen at the full replacement cost
- 6.12 is responsible for all expenses, loss (including loss of Rental) and/ or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/ or misuse of the Hire Goods
- 6.13 must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier
- 6.14 must notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods
- 6.15 agrees to permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated

7 RISK OWNERSHIP AND INSURANCE

- 7.1 Risk in the Hire Goods and any products will pass immediately to the Customer once they leave the physical possession or control of the Supplier
- 7.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This should apply even if the Supplier has agreed to cease charging the Rental
- 7.3 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes, but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/ or lending. However, the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier

8 HEALTH & SAFETY

- 8.1 The Supplier is under no Liability whatsoever for any injury or damage to a person or property, or loss of profit claimed by the Customer in respect of any interruptions, delays, inaccuracies, errors, omissions or any failure to deliver, collect, or from the use or failure of any equipment hired
- 8.2 The Supplier is not liable for any injury or damage caused by the Hire Goods, or its use however caused
- 8.3 Under no circumstances should electrical appliances be used without being correctly earthed unless it is of a doubled insulated construction. No electrical or gas appliances should be tampered with in any way.
- 8.4 Gas appliances must not be used below ground level and should be situated in a well-ventilated area
- 8.5 The Supplier will not take any responsibility for damage caused by use of goods and equipment hired; particular attention should be paid to surfaces on which water boilers, burner rings, hot plates, hot cupboards, and bain-maries are standing
- 8.6 The Customer accepts full responsibility for the security and safe use of equipment until collection or return to the Supplier
- 8.7 All powered equipment will undergo appropriate testing and inspection in accordance with relevant statutory requirements prior to commencement of hire
- 8.8 PAT Test Certificates can be supplied at prior arrangement with the Supplier and may be charged for

9 BREAKDOWN

- 9.1 Allowance may be made for any non-use of the Hire Goods due to breakdown caused by an inherent fault or wear and tear on conditions that the Customer informs the Supplier as soon as practicable and the Supplier is unable to repair or replace the goods in reasonable time.
- 9.2 The Customer is responsible for all expenses, loss and damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the customer negligence, misdirection or misuse of the Hire Goods during the Hire Period
- 9.3 In the event of breakdown of equipment, the customer must not attempt to repair the Hire Goods unless authorised to do so by the Supplier
- 9.4 Equipment will be hired out in full working order. Should the Customer encounter difficulty in operating the equipment, the Supplier will not be held responsible for rectifying any problems whilst in possession of the Customer
- 9.5 Any defective Hire Goods must be returned to the Supplier for inspection before the Supplier will have any Liability for defective Hire Goods.
- 9.6 The Supplier must be notified of any faults or issues relating to the hire equipment on the first day of hire. The Supplier will issue replacement goods subject to availability
- 9.7 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/ or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/ or the negligence of the Supplier while carrying out routine maintenance and repairs.

10 LOSS OR DAMAGE TO THE HIRE GOODS

- 10.1 Damages, shortages, breakages and/or loss of any goods including packing containers and boxes will be charged for at the full replacement cost shown on the invoice and all or part of the Customer's Deposit will be used to cover the replacement cost
- 10.2 Hire Goods returned to the Supplier/collected from the Customer will be counted at the Depot during the washing process. Providing all hired goods are accounted for and there are no shortages, the Customer's Deposit is returned via the original payment method. Where the Deposit is not sufficient to cover the replacement cost the Customer is liable for the balance payment.
- 10.3 Where the Supplier encounters shortages in the Hire Goods returned, the Customer will be notified of any shortfalls by email and given 7 days to recover the missing items. If after 7 days the items are not recovered and returned to the Supplier or if there is no response from the Customer, the Hire Goods will be deemed unrecoverable and the Customer will be charged for the replacement of the goods
- 10.4 Payment for shortages will be taken from the Customer's Deposit and any remainder will be returned via the original payment method
- 10.5 If a component of the equipment is lost or damaged whilst on hire the Customer will be charged to replace the entire set of equipment unless the Supplier can source and purchase the component individually

11 AMENDMENTS/ CANCELLATIONS/ TERMINATION BY NOTICE

- 11.1 A minimum of 72 hours' notice is required for full or part cancellation of the contract or full charges will be levied
- 11.2 In the event that the Customer cancels the contract, any Deposit received will be forfeited. In addition, the Customer will be liable to pay a cancellation fee based on the following timeframes of notice given prior to commencement of the Hire Period: (i) Six weeks or more prior to delivery – £15 admin fee will apply (ii) One month prior to delivery – a cancellation fee of 25% of the hire value will apply (iii) Two weeks prior to delivery – a cancellation fee of 50% of the hire value will apply (iv) Less than two weeks - a cancellation fee of 75% of the hire value will apply
- 11.3 In the event the Customer decreases the extent of the hire contract giving less than 48 hours' notice, the Supplier reserves the right to charge the full amount of the original hire charge or cancel the contract
- 11.4 Any amendments to orders must be made in a timely manner allowing a minimum of 48 hours' notice for additional stock requirements, these will be supplied subject to availability
- 11.5 All changes to existing orders must be requested in writing by the Customer and will only be agreed once written confirmation is sent by the Supplier
- 11.6 If the Hire Period has a fixed duration, subject to the provisions of section 13 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party

12 LIMITATIONS OF LIABILITY

- 12.1 No responsibility can be accepted for any injury or damage caused by the hire equipment to any person or property however caused
- 12.2 The Liability of the Supplier for any claims made by the Customer will not exceed the contract charge and does not extend to any consequential or financial loss caused by late or non-delivery, unsuitability, breakdown or lawful repossession
- 12.3 The Supplier will only reimburse the cost of hire for equipment that is found by them to be faulty or inadequate and will not be responsible for any other costs incurred if the equipment is found to be faulty or inadequate
- 12.4 The Supplier is not liable for delay or failure to complete any of its obligations under this agreement as a result of any event outside their reasonable control, including without limitation: (i) Fire, flood, war or act of God (ii) Adverse weather conditions (iii) Access to the site being unavailable (iv) Traffic congestion (v) An industrial dispute, lockout, strike, riots or civil commotion (vi) Malicious damage (vii) Explosion, Terrorism
- 12.5 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law
- 12.6 If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property
- 12.7 The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services have not been paid in full by the due date for payment
- 12.8 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer
- 12.9 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer
- 12.10 The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier
- 12.11 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-
- 12.11.1 *consequential losses (including loss of profits and/or damage to goodwill);
- 12.11.2 economic and/or other similar losses;
- 12.11.3 special damages and indirect losses; and/or
- 12.11.4 business interruption, loss of business, contracts and/or opportunity
- 12.12 The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.
- 12.13 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for

each of:

- 12.13.1 Liability for breach of contract;
- 12.13.2 Liability in tort/delict (including negligence); and
- 12.13.3 Liability for breach of statutory and/or common law duty; except clause 12.12 above which shall apply once only in respect of all the said types of Liability.
- 12.14 Nothing in this Contract shall exclude or limit the Liability of the Supplier for fraud, death or personal injury due to the Supplier's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law
- 13 **DEFAULT**
- 13.1 If the Customer;
- 13.1.1 Fails to make any payment to the Supplier when due without just cause;
- 13.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
- 13.1.3 persistently breaches the terms of the Contract;
- 13.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
- 13.1.5 pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition/Petition for Sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
- 13.1.6 being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
- 13.1.7 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
- 13.1.8 appears reasonably to the Supplier to be about to suffer any of the above events;
- then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 13.2 below.
- 13.2 If any of the events set out in clause 13.1 above occurs in relation to the Customer then:-
- 13.2.1 except where the Customer is acting as a consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess any Goods;
- 13.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;
- 13.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or
- 13.2.4 * all monies owned by the Customer to the Supplier shall immediately become due and payable.
- 13.3 Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.
- 13.4 Upon termination of the Contract the Customer shall immediately:
- 13.4.1 return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives (the Customer granting or procuring for the Supplier or its authorised representative the right to enter the site without trespass); and
- 13.4.2 pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Hire Goods.

14 GENERAL

- 14.1 All items are supplied subject to availability
- 14.2 The Supplier reserves the right to change prices of Hire Goods, Products or its Services without the need to give prior notice
- 14.3 Hire Goods are supplied on a dry-hire basis and the Supplier is not responsible for the setting up or the breaking down of equipment and furniture at an event
- 14.4 Hire Goods provided by the Supplier may in certain circumstances differ slightly from those shown or described on the Supplier's website
- 14.5 Without prejudice, or the need to give prior notice to the Customer, the Supplier reserves the right to substitute equipment to that of a similar quality in lieu of a particular item ordered
- 14.6 In the event that the Supplier cannot substitute suitable alternative equipment they shall notify you of cancellation of the contract in which event any Deposit or other monies paid by the Customer will be refunded immediately, but otherwise no claim shall lie against the Supplier
- 14.7 Although every effort is made to show a true representation of products on the Supplier's website www.capitalhcatering.com, please accept that there may be slight variations between the colours and product dimensions shown on screen and the actual goods supplied
- 14.8 The Supplier will not sell Customer data to any third parties or individuals at any time unless compelled to do so by law

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