

# ESG HIRE

## TERMS & CONDITIONS

### WEBSITE AND CONTENT

This website [www.esgeventhire.co.uk](http://www.esgeventhire.co.uk) is a trading name of \* Christian Faversham Limited. All goods therein are offered under the express understanding that the items shown are only available whilst not out on hire. Hire estimates are given 24hrs a day via this website. To secure hire items please confirm your booking with a deposit or full payment at your earliest opportunity.

*"Our company is committed to eliminating the five most common bacteria; Salmonella, Listeria, E coli 0157, Campylobacter and Clostridium perfringens, which can be present on **hired catering items** as a result of poor hygiene, inadequate high temperature commercial dishwashers, or cross contamination".*

## 1. DEFINITIONS

### IN THESE TERMS AND CONDITIONS OF BUSINESS:

Owner or (as the case may be) Seller

means Peter Stuart trading under the name Event Supplies Group (ESG) or Christian Faversham Group (CFG) of Falkeners House, Rectory Lane, Bramshott, Hants. GU30 7QZ.

Hirer

means the person, firm or company who places an order for hiring of Equipment which order is accepted by the Owner.

Buyer

means the person, firm or company who places an order for Goods which order is accepted by the Seller.

### Application Form

means the Owner's standard form of application for the hiring of plant to be completed by the Hirer when applying to hire the Equipment.

### Conditions

means these Terms and Conditions of Business.

### Contract

means the contract between the Owner and the Hirer or between the Seller and the Buyer consisting of the Application Form or order and/or acceptance made by the parties and these Conditions.

### Equipment

includes all plant, machinery and/or tools referred to in the Application Form and/or acceptance in question (if any) and/or all plant, machinery and/or tools delivered by the Owner to the Hirer under the Contract.

### Goods

includes all goods referred to in the order and/or acceptance in question (if any) and/or all goods delivered by the Seller to the Buyer under the Contract.

### Hire Charge

means the price agreed between the Owner and the Hirer for the hiring of the Equipment calculated on a daily basis and payable throughout the Hire Period.

### Hire Period

means the period from the Commencement Date to the Termination Date inclusive.

### Termination Date

means the date on which the Hire Period terminates being the date on which the Owner accepts return from The Hirer of the Equipment to be evidenced by a signed and dated receipt issued by the Owner.

## 2. APPLICABLE CONDITIONS

- Unless otherwise agreed in writing by the Owner these Conditions shall override and exclude any terms or conditions stipulated, incorporated or referred to by the Hirer or the Buyer whether in any order or in any correspondence or negotiations occurring prior to an order being placed.
- Despatch or delivery of the Equipment or of the Goods by the Owner to the Hirer or to the

Buyer shall be deemed conclusive evidence of the Hirer's or the Buyer's acceptance of these Conditions.

- Should the Hirer or the Buyer wish to contract with the Owner otherwise than subject to these Conditions specific arrangements may be made and revised prices may be quoted by the Owner but so that such arrangements shall only apply if recorded in writing and signed by a duly authorised representative of the Owner.
- The Owner's employees and representatives are not entitled to commit the Owner to transactions on terms differing from the specific provisions of these Conditions unless they are able to produce to the Hirer or to the Buyer authority so to do signed by the Owner.
- These Conditions and any act or contract to which they apply shall be construed and applied in accordance with English law, and the English Courts shall have sole jurisdiction in any dispute relating thereto.

### 3. QUOTATIONS

- All quotations by the Owner are an invitation to treat only and without obligation. No contract will come into effect until the Owner has accepted in writing an Application Form or other order from the Hirer or an order or other offer from the Buyer.
- The Hirer shall be responsible to the Owner for ensuring the accuracy of the details included on any Application Form (including any applicable specification) submitted by the Hirer, and for giving the Owner any necessary information relating to the Equipment within a sufficient time to enable the Owner to perform the Contract in accordance with its terms.
- The Buyer shall be responsible to the Seller for ensuring the accuracy of terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

### 4. PRICE AND PAYMENT

- Prices and/or discounts shown in any advertisements, price lists or catalogues of the Owner are binding on the Owner for a period of 30 days unless expressly agreed in a particular instance by the parties.
- Any price quoted or agreed for the sale of the Goods or for the hiring of the Equipment is exclusive of value added tax unless expressly stated to be inclusive of any value added tax.
- Unless expressly agreed to the contrary by the Seller the price quoted or agreed for the Goods is ex-works.
- Unless expressly agreed in writing by the Seller the price is payable in full upon submission

by the Buyer of the order.

- Unless expressly agreed in writing by the Owner the Hire Charge is payable in full on or before the Commencement Date.
- Unless expressly agreed in writing by the Owner all Hire Charge rates including transport are automatically increased during the first calendar quarter by inflation or RPI whichever the greater.
- When a credit account is agreed, payment in full is required within 30 days of the date of the invoice. Credit accounts may only be applied for by completing and returning the owner/sellers "Application for Commercial Credit".
- If the Owner and the Hirer agree to extend the Hire Period beyond that expected when the Application Form was completed, the Hirer shall pay to the Owner an additional Hire Charge on or before the commencement of the extension to the Hire Period.
- If the Hirer or the Buyer fails to make any payment on the due date then without prejudice to any other rights or remedy available to the Owner the Owner shall be entitled to cancel the Contract and suspend any discounts and or further deliveries to the Hirer or to the Buyer.
- The Owner reserves the right to charge interest at the rate of 2.5% per calendar month above the Lloyds Bank plc base rate from time to time on all amounts remaining unpaid after the due date for payment and such interest will accrue on a daily basis from the due date for payment until the date when payment is made and shall accrue after as well as before any judgement.
- Vast stocks of hire equipment are available from our own inventory across several warehouses over the UK. Orders are processed on our current availability as dictated by Inspire or TSS Software Solutions. If hire items are lost, damaged, stolen, or delayed we will endeavour to replenish our stocks to satisfy pre-booked orders. On the rare occasion that stock is unobtainable the nearest substitution will be delivered.
- The FULL order price must be paid prior to delivery. Payment can be made by credit card, debit card, or cheque payable to "Christian Faversham Group" 10 days prior to hire day or bank transfer (details on request) 5 days prior to hire day. Monies owed from temporary or pre-arranged credit accounts must be paid within 30 days of invoice date. Failure to clear a credit account within 30 days from date of invoice will attract a late payment surcharge of 2.95% per month or part thereof.
- In the event of default of payment, the hirer will be charged 2.95% per month and required to pay all costs incurred in respect of recovery - including solicitors and any other legal fees that may be accrued.

## 5. DELIVERY & COLLECTION

Delivery and collection services are **NOT** included in the Hire Charge set out on this website. A subsidised delivery and or collection charge is a subsidised calculation depending on distance, weight, access, and number of vehicles required. Delivery services are from door to door and based on our driver having unencumbered access to a convenient ground floor location on firm ground. An extra charge will be made if hired items have to be carried over any distance greater than 10 metres. Delivery drivers do not, and will not carry hired items up or down stairs. Hirers should ensure that they or their representatives are at the delivery address to receive the delivery.

Wasted journeys deriving from non attendance will be charged a second delivery or collection. Deliveries to third parties or unoccupied premises are made entirely at the hirer's risk and will not be delivered unless authorisation is received in writing, fax or e-mail. In the case of Collection, all goods should be checked by the hirer, re-boxed as appropriate, as was delivered, ready for immediate kerbside loading. Hire contracts that have to be re-boxed, re-packaged or suffer breakages as a result of bad packing result in charges for labour and or losses being applied to the deferred deposit. Please ensure that the delivery ticket given the recipient is passed on to the person dealing with the collection.

Delivery & Collection quotes are given for multi-drop subsidised delivery rounds in advance of customer event dates. Multi-drop deliveries normally 08.00hrs – 20.00hrs (between those times) and stand firm for a period of 72 hours from date of quote. As the event date approaches our vehicle delivery fleet and multi-drop availability reduces. An order is only complete when the final balance is paid, normally two weeks before the event. Late confirmations and late payments render all hire contracts Pending. A Pending status means that an order is not picked, packed, or programmed into our delivery schedule, therefore multi-drop delivery quotes become null and void after 72hrs and revert back to 'at cost' (not subsidised) from whichever depot can satisfy that stock demand or provide a delivery driver and delivery vehicle.

Timed Deliveries of hired equipment is subject to traffic network conditions. Drivers will load your order and make a direct journey as opposed to a multi-drop load. Time Deliveries cannot be refunded due to traffic hold ups if the driver left in plenty of time i.e. Google slowest travel time plus one third minutes. Alternatively you can book a narrower delivery slot which means the driver may well arrive earlier. Out of hours delivery charges outside Mon – Fri 08.00hrs – 20.00hrs can be found as a line item on the website which is in charged addition to our normal delivery prices. Delivery to the hirer or their agent is secondary confirmation of a hire period starting, no claims for delayed delivery, and no claims for refunds can be accepted after delivery has been executed.

Delivery and collection is strictly to or from a ground floor location within 10 metres of the unloading or loading point. Any alteration of those arrangements are without agreement with the Hire Company and will be deemed strictly as a Contract made between the individual driver, Courier

Company, or Removal Company for which the Hirer should compensate. The Hire Company can recommend various removal companies whom are experts at installing and de-rigging hire items in and out of buildings, up and down stairs.

Outside Catering Equipment Hire is offered on the Express Condition that equipment is available for collection the working day following the event date or working day whichever the most convenient. We will in the first instance contact the telephone numbers given prior to the hire period. Please ensure that your contact telephone numbers are answered. We will telephone you and advise that our driver is en route, not to arrange a time convenient to the hirer to accept or hand over a hire contract. If access to collecting the hired equipment is denied, blocked, or impassable, a second collection journey will be automatically charged, and or waiting time charged to your deferred deposit. It is assumed that delivery and collection addresses have unrestricted access. If parking or loading restrictions are in place I/we agree to advise the hire company in the comments box in the online quote form prior to entering into the hire contract. Any parking tickets issued to vehicles whilst executing a delivery or collection to those addresses will be charged against the deferred deposit. Any subsequent collection and delivery arrangements must be made in writing and confirmed by our office.

All deliveries and collections that result in off highway encounters without notice, access problems due to mud, un-cleared snow or ice, traffic clogged access roads, cluttered paths or alleyways, above or below ground floor levels, up or down steps, additional time over 15 delivery/unloading minutes are charged at £18.75 per quarter hour of part thereof for the first hour, in addition to our standard delivery and collection rates previously quoted, and £35 per hour thereafter. If a porter service or removal contractor is hired we assume unless otherwise advised that all routes to deliver or collect via basements, staircases, or steps are easily and safely negotiable. Resulting delays incur £18.75 per quarter hour of part thereof in addition to your porter hire for both driver, porter, or removal or crew contractor for the first hour and £35.00 per hour thereafter.

Foster and Delfield refrigeration and freezer units must not be switched on for at least 12 hours after delivery. Failure to leave a fridge standing switched off will result in irreversible damage which will be deducted from the deposit. Any fridge or freezer unit tilted more than 45 degrees from their normal operating position will often cause irreversible damage which will result in extensive repairs which will be invoiced post hire.

Clients that wish to collect from our main distribution warehouse should note the automated deposit calculation is based on careful transport being provided by the hire company. The automated deposit may be doubled to cover any losses or damage.

Multiple hire contracts for the same event or same customer require a deferred deposit for each

ticket, proforma or invoice or quote number. Each deferred deposit amount will be pooled together to cover all hire items and made available to charge any losses from either, both or multiple hire contracts.

## HIRE PERIOD – 72 HOUR MAXIMUM – DEFINITION

The 72hr hire period is the maximum time hire equipment can be held in possession on a standard hire. A standard hire primarily covers the Event Day part of the delivery day and part of the collection day. You may pre-book and pay for an Extended Hire period if you are using the hire items for more than one day. Failure to request and remunerate an extension of hire strictly limits the hire company's liability to the single event hire day recorded on the hire contract.

Hire goods will be available for the collection or delivery by us (if delivery is booked) up to 24hrs before the event day as entered on your hire document. All hired goods must be returned (if collected by the hirer) no later than one working day after your event day. If we deliver and collect, hired goods they must be available for collection the next working day (or earlier) following the event day entered on your hire documents. An extra charge of thirty five percent per day or part, or a second collection charge will be made if goods are returned late or not available by 08.00am the next working day following your event. The 72 hour maximum hire period starts at the point the van is loaded for delivery the day prior to the event day.

72hr hire periods cover up to 3 days including the picking day, delivery day, event day, and collection day. A week hire is a working week Monday – Friday 5 days, i.e. 1.5 times the 72hr hire cost. 7 day hire periods are charged at 1.7 times the 72hr hire cost, a consecutive 10 day hire is 2 x the 72hr period hire cost unless the 10 day hire period includes 2 weekends which then is calculated a 3 times

All hired items, including cardboard or plastic packing containers remain the property of Outside Catering Hire and are on load during the possession period. Damaged, missing, or destroyed packing containers will be charged at replacement cost, plus delivery, plus vat.

Extended hire costs will be charged to your debit or credit card either on the first day of the extended hire or when hire items are returned or collected.

The hirer is responsible for the safe keeping of all hired items from the time of delivery, until returned to the custody of Outside Catering Hire. Wooden or fabric items must not be stored in damp or wet conditions. Tarpaulins and bungy straps are available for hire if wooden items are likely to become damaged or affected by the elements.

Damage or breakages to hired items must be returned and will be charged for separately at replacement cost. The hirer will be notified of any breakages excluded from the ADW or missing items once all hired items have been checked in at the Outside Catering Hire warehouse. Substitute items will **NOT** be accepted. Hire items damaged or broken as a result of not packing correctly in the original packing (including items that are bubble wrapped) will be charged the replacement cost plus vat.

The hirer shall fully indemnify Outside Catering Hire in respect of all claims by any person whatsoever (including the hirer, his servants, agents or employees ) for death or personal injury or damage to property caused by, in conjunction with, or arising out of the use of hired items and in respect of all costs and charges arising under statute or common law or otherwise.

Linen hire charge excludes the cost of professional laundry services. Linen must be completely dry before returning. Linen can be ruined by mildew if left damp or wet. Damage by mildew, cigarettes, candle burns or hot cooking utensils will be charged to the hirer at replacement cost for each item.

## BANK HOLIDAY COLLECTIONS

Collections post Bank Holidays are strictly provided subject to availability unless "Timed Collections" are booked and paid in advance. We aim to collect hire contracts on the first or second working day following a Bank Holiday. The ability to collect hire contracts Post Bank Holiday depend on driver's hours, traffic congestion, road works and road closures. No claims for inconvenience will be considered for post Bank Holiday collections or any other collection or delivery.

## ENGINEER SUPPORT & FRYERS

Engineer support is available prior to event day, on the event day, and during an invoiced extended hire period. Please ensure that any appliances, plugs, regulators, taps, switches, doors, shelves delivered to site are checked on arrival or as soon as practicably possible. Each and every item dispatched is tested for normal operation prior to loading thus avoiding any inconvenience on the event day. Those clients that hire fryers should be aware that various safety devices are fitted by manufacturers to avoid ignition of the cooking medium. Different oils and shortenings have varying "smoke points". Manufacturers limit the risk of ignition of those mediums by fitting high temperature safety devices which cut out around 200 degrees centigrade. For continuous fryer use customers are advised to set the factory fitted thermostat in conjunction with an accurate temperature probe. Please note that there may be a temperature 'spread' of up to 20 degrees between the fryer thermostat switching and the final resting temperature. You should continue to check the fryer medium for 1 – 2 minutes to see what the final resting temperature is. Different design fryers 3



tube, 4 tube, single element, double element all have a different temperature 'spread'. The maximum temperature we recommend is 180 centigrade.

## 7. CARE OF THE HIRED EQUIPMENT

- The Hirer shall use the Equipment for the purposes for which it was intended only and shall so use and store the Equipment as to ensure that no damage or deterioration (fair wear and tear excepted) results from the hiring.
- The Hirer shall comply with all directions given by the Owner or in any accompanying instructions as to the use, lubrication and maintenance of the Equipment and the Hirer shall be liable for any damage or deterioration (fair wear and tear excepted) resulting from any failure so to comply.
- The Hirer shall notify the Owner forthwith in the event of any failure or want of repair of the Equipment and shall (subject to Clause 6 (b) under no circumstances repair or attempt to repair or maintain the Equipment without the consent of the Owner having first been obtained.
- The Equipment must not be removed from any site originally specified by the Hirer, or from any subsequently authorised site, without the authority of the Owner.
- The Hirer shall be liable for all loss, damage or deterioration (fair wear and tear excepted) of or to the Equipment occasioned during the Hire Period (howsoever occurring) and shall pay to the Owner on the Termination Date or upon demand at any time thereafter:
  - The cost of repair or replacement of any damage or deterioration sustained to the Equipment during the Hire Period.
  - The cost of replacement of the Equipment or of any part of it Lost, not returned on the Termination Date or damaged beyond economic repair; and
  - A sum equivalent to the Hire Charge for the period from the Termination Date to the date on which the Owner, acting Reasonably, has been able to repair or replace the Equipment.
- If a hire item has been lost, stolen or damaged the Hirer agrees to reimburse the Hire Company on production of a replacement cost invoice. Extended hire charges accumulate until the replacement item costs have been discharged in full. If the hire payment has been paid by card payment the hire customer agrees to replace the missing items by the same method without the necessity for further authorisation. An administration charge of twenty five pounds plus vat will be charged against deposits for arranging replacement of lost, stolen, vandalised, or hire items damaged as a result of negligence. Missing items that are subsequently recovered post event which require a collection will attract a charge of eighteen pounds thirty five pounds plus one pound per mile one way travelled.
- **An Accidental Damage Waiver (ADW)** is applied automatically to each proforma invoice and

quote to cover slight and incidental damage to the majority of 2,000 hired items during the execution of picking, loading, delivery, during customers use, during the execution of the transport of a collection, and unloading by our driver. But excluding lead crystal glassware, burn holes, heat or freezing damage caused by neglect or power outage, all electronic or audio visual equipment, heat damage or cuts to fabrics, damage to aluminium hire items, or aluminium parts, all hired items transported by customers own onward transport or movement by porters, contamination by candle wax, coloured dyes, chewing gum, broken plastic or resin furniture legs, wooden tables, wood chair legs, or china or glass items larger than 10 inches or 250mm in length, breadth or circumference. ADW is also applied in case of accidental breakages of drinking glasses, (excluding lead crystal, white china tea pots, coffee pots), chipped china, and general wear and tear of hired items delivered and collected by our agent's or own transport or movement. ADW does not cover damage or loss during customers own transport or movement of hire equipment further than a ten metres kerbside delivery. Any and all broken hired items must be returned or replacement value will be deducted from your deferred deposit. There is a maximum limit on breakages of drinking glasses of one per glass transport jack, all crystal is excluded. ADW does not cover negligence, water damage, seawater or sand contamination, equipment damage from movement with gas bottles fitted/inside, heat or frost damage, or damage from cleaning with scourers or chemicals, misuse of electrical or gas powered catering equipment, or damage caused by leaving or using hired equipment outside during inclement or windy weather conditions. It is the hirer's responsibility to ensure that equipment used outside in any weather conditions are safe and secure. Our hire charges represent a fraction of the value of the hired goods. Replacement items are "new for old" and not "indemnity". Please ensure that hire items which are used in conjunction with water i.e. dishwashers, combination ovens and similar items are not left in sub-zero temperatures otherwise damage to pumps and pipes will occur rendering them defective and in need of spares and engineer call out, none of which are covered by ADW. In simple terms ADW is included to avoid charging hire customers replacement items, expensive parts, stainless steel panels, and or labour charges to reinstate hire equipment to its pre-damage condition. The most common situations are damage and dents to stainless steel doors and panels, chipped china, chipped glasses, broken glasses and general failure due to fair wear and tear or genuine losses. Historically avoidable breakages occur as a result of not repackaging tableware as received, i.e. glasses not "slopped out" and turned upside down in their transporting jacks. China plates, tea pots, coffee pots, tea cups, coffee cups, bowls, saucers, jugs, and glasses stacked on top of each other vertically will break during transportation. Linen hire charge excludes the cost of professional laundry services. Linen must be completely dry before returning. Linen can be ruined by mildew if left damp or wet. Linen and other items damaged by mildew, cigarettes, candle burns or hot cooking utensils will be charged to the hirer at replacement

cost for each item. Please note how equipment is delivered, the reverse packaging should be the same as delivered. If you have any doubts our customer service will be pleased to answer any questions.

## 8. WASHING UP SERVICE

It is essential that all hire items reach customers in a hygienic and clean condition. Cleaning charges are mandatory. Cleaning charges are charged based on the assumption that bulk food waste is removed from china, cutlery, glasses, etc. Cutlery and silverware must be washed or rinsed after use. Under no circumstances should scourers or abrasives be used on any hired equipment. Aluminium parts or hire items will become permanently damaged if washed in commercial or domestic dishwashers. Linen must only be washed by a commercial laundry, pressed and bagged prior to return. Washing up Service charge is clearly marked on your invoice. All linen come with an information sheet on how to shake out of all table debris in order for the laundry to process cleaning and ironing. Charges of ten pounds per tablecloth if tablecloths are returned with loose debris, decoration material, wet or mouldy. In the worst cases of damage tablecloths replacement cost will be charged. It is assumed that hire equipment is used once during the hire period. Multiple uses over a weekend or week hire period will attract further cleaning charges if items are returned in an obvious condition of continual use without periodic cleaning or wiping down. Contamination to any hire equipment by paint, fossil fuels, chemicals, adhesives, tapes, dyes, liquid paraffin, waxes, polishes, or significant amounts of mud, sand, soil, or fire extinguisher powder will necessitate extra cleaning charges commensurate with time taken to reinstate hire items back to their original condition.

## 9. SALE OF GOODS “TITLE AND RISK

- Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer’s carrier at the Seller’s premises.
- Notwithstanding delivery and the passing of risk, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and all other Goods ordered by the Buyer for which payment is then due.
- Until such time as the property in the Goods passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller (or its agent) and if the Buyer fails to do so then the Seller may enter upon any premises where the Goods are stored and repossess the Goods.

## 10. WARRANTY AND LIABILITY

- Save as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are hereby excluded.
- The Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 6 months from the date of delivery.
- Where any valid warranty claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Seller then the Seller shall be entitled to replace the Goods free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.
  - The owner shall have no limit on its liability for death or personal injury caused by the Owner's negligence or the negligence of its employees.
  - Subject to Clause 7 (d)(i.), the Owner shall have no liability to the Hirer or the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (A) for any increased costs or expenses, (B) for any loss of profits, business, contracts, revenues or anticipated savings, or (C) for any special, indirect or consequential loss or damage of any nature whatsoever.
  - Subject to Clause 7 (d)(i.), and notwithstanding anything contained in these Conditions, the Owner's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the supply of Equipment or the sale of the Goods shall be limited to the sum of £5,000.

## 11. USE OF THE HIRER EQUIPMENT

- (a) The Hirer shall operate the Equipment safely and in full compliance with all relevant Government, Health and Safety at Work and Factory Inspectorate safety directions and shall cease to operate the Equipment forthwith at the first indication that any danger may result from its continued use.
- (b) The Hirer shall be responsible in respect of the Equipment during the Hire Period for compliance with all site testing and inspection requirements howsoever imposed on users and operators of such equipment.
- (c) The Hirer shall forthwith notify the Owner of any accident in which the Equipment is involved howsoever occurring and the Hirer shall be liable for any shall keep the Owner indemnified from and against or claims, demands, proceedings, costs and expenses of whatsoever nature resulting from any such accident or from the use of the Equipment during

the Hirer Period howsoever occurring and the Hirer shall be responsible for insuring against liability.

(d) The onus is on the hirer or their agent to have sufficient knowledge in the use and connection of equipment that is being hired. You must ensure that you have the necessary skills and knowledge in the operation of all electrical and LPG appliances. We cannot accept any claims for hiring of incorrect equipment or the lack of knowledge in its use. We do not engage as event organisers and do not run a chef's training school. Any advice given is solely and strictly an opinion of a member of staff which cannot, and will not form any part of any contract or invitation to hire.

## 12. DAMAGED HIRE ITEMS “ FESTIVALS & GROUP EVENTS

Any hire items damaged by onward transport from our kerbside delivery by the hirer or their agent, or after collection by a third party vehicle will be invoiced at replacement cost or repair cost whichever the most economical. Movement of hire items by machine, crane, forklift, trailer, tractor, 4 x 4, aeroplane or any other mechanical steam or fuel driven device should be covered by the hirer's insurance or their agent's insurance policy. Damage caused by movement of third party vehicles or persons will be charged at replacement cost or repair whichever the most economical option.

## 13. DESCRIPTION OF SERVICE OR HIRE

The contract, proforma, estimate, or invoice description is absolute and may not be overridden by any previous conversations or requests not listed, noted or entered in the same document. There is no labour time included in any hire item cost under any circumstances. Addition time required to carry out any Hirer's requests omitted from the document is chargeable at between twenty five pounds per hour and seventy five pounds per hour per person dependant on the time of day and day of week. Deliveries and Collections that fall outside our advertised parameters will be charged at the same rates including travel time.

## 14. TERMINATION OF THE HIRE CONTRACT

- The Owner shall be entitled to terminate the Contract forthwith written notice to the Hirer if:
  - The Hirer defaults in the performance of any of its obligations to the Owner under the Contract including ( without prejudice to the generality of the foregoing) failure to return the Equipment to the Owner at the end of the Hire Period;

- An encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Hirer;
- The Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- The Hirer goes into liquidation (except for the purposes of a solvent amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Hirer under the Contract) or becomes bankrupt or if a bankruptcy petition is issued against the Hirer;
- Anything analogous to any of the foregoing occurs in relation to the Hirer or
- Or the Hirer ceases, or threatens to cease, to carry on business and the right to any other right or remedy of the Owner in respect of the breach concerned (if any) or any other breach. Any waiver by the Owner of any provision of the Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision of the Contract. Upon termination of the Contract all amounts owing at the date shall immediately be paid by the Hirer to the Owner and the Owner shall be entitled to recover possession of the Equipment forthwith and the Hirer shall permit the Owner to have full access to the Hirer's premises for that purpose.

## CANCELLATION RIGHTS

- Once your order is confirmed and booked you will be subject to a cancellation charge of 25% between 15 and 31 days of the original event date excluding any labour services booked.
- Between 8 and 14 days of the original event date you will be subject to a charge of 50% of the quoted figure excluding any labour services.
- Less than 7 days of the original event date will be subject to a charge of 100% of the quoted figure excluding any labour services.

## 15. NOTICES

Any notice which must be given under the Contract may either be delivered personally or posted.

Notice given by post must be pre-paid and correctly addresses:-

In the case of a limited company to its registered office and

In any other case to the recipients address as set out in the Contract (unless the recipient has notified another address to the other party to the Contract in accordance with this paragraph in which case to such other address.

A notice delivered personally is deemed served upon delivery

A posted notice which complies with Clause 12 (b) is deemed served on the 2nd business day after

the date of posting.

## 16. GENERAL

Neither party shall assign, subcontract, license or otherwise dispose of any part of its rights or obligations under the Contract without prior written consent of the other.

The headings are for convenience only and shall not be used to interpret these Conditions.

Neither the Buyer or the Hirer may withhold payment of any invoice or of any other amount due to the Owner by reason of any right of set-off or counterclaim which the Buyer or the Hirer may have or allege to have for any reason whatever.

The Owner will not be liable for any delay or failure to perform the Contract arising from circumstances outside the Owner's control including (without prejudice to the generality of the foregoing) lockout or strike, act of God, war, riots, explosions, abnormal weather conditions, fire, flood, government action, delay by the suppliers, accidents and shortages of materials, labour or manufacturing facilities.

Liquid Propane Gas (LPG) bottles, jerry cans full of diesel Diesel, Kerosene or Petrol are supplied and invoiced on the strict understanding that any returned fuel is credited at half the invoiced price. Any devices that are delivered with fuel in their on board tanks but not initially invoiced will be charged Post Event on a Pay as you Go basis. Current energy prices are available on our website by searching fuel, gas, petrol, or diesel.

*E & OE = Errors and Omissions Excepted*

*\*Christian Faversham Limited*

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Registration number 8946564