

# Terms & Conditions

*Telephone calls may be recorded for training and security purposes*

**Take Notice** - New Delivery and Collection Terms & Conditions during Covid-19 pandemic, during national driver shortage and increased Energy prices during the Russian invasion of Ukraine will be current and ongoing until further notice.

## Definitions

'Hirer' – a person or entity that hires or rents equipment from the Hire Company

'The Company' – the Hire Company or contractor on behalf of the Hire Company

'Hire Company' – the entity that owns hire equipment and runs the business.

'Website' – the electronic shop of goods available for hire advertised in the public domain.

'Hire' – period to use the Hire Companies' property.

'Client' – the customer who purchases a period of hired or rented goods.

'Tail Lift' – Platform device attached to a delivery or collection vehicle or trailer to which items are presented to the Hirer to receive, or the Hirer returns.

'Driver' – Person employed to deliver items off a tail-lift and collect hired placed on the tail-lift.

"Discounted Transport Days" Normally Mondays and Fridays.

'Porter' – A person (not our driver) specifically employed to move items from A – B on or off the tail-lift.

'Primary Description' – The Primary or Title Description as it appears on you quote is absolute.

'Event Crew' – Persons [not our driver] working for, in or at an event, installing, de-rigging or portering equipment.

"Credit Card" a payment means to cover the Deferred Deposit up to a sum of £595 or higher as determined by the Company.

"BACS Payment" is an alternative to Cash with Order payment.

'Event Organiser' – Person managing an event and their staff who are responsible for adhering to these T&Cs

'Post Event' – Correspondence, updates, charges calculated after the event has finished.

'Off Hire' – Pre-arranged written and confirmed agreement to terminate a contract without notice strictly at the point of Hire.

'ULEZ Charge' – 24/7 Vehicle Tax charged small delivery van £12.50 – large delivery HGV truck £100.00 per day to delivery and collection vehicles in London and now other cities.

'Postponement' – Agreed arrangement between customer and supplier at least 4 weeks prior to booked event date. Strictly subject to additional costs of Administration and Transport.

'Congestion Charge' – £15.00 Vehicle Tax charged per day to delivery vehicles in London.

'ADW' – 'Accident Damage Waiver' pooled fund to cover labour content only, to minor labour repairs and or a contribution towards administration time to locate spares, replace broken, damaged, or missing hired equipment, strictly excludes negligence or damage during customer collect or customer drop off hire contracts.

'Tachograph Driving Hours' – All delivery and collection journeys are dictated and limited by the driving laws of the UK. If a driver is held up at a venue or other address by delays outside the remit, driving hours are depleted and may result in having to return to base before their legal driving hours expire for that day. Clients that consume driving hours by delaying either on a delivery or a collection will be charged for lost driving hours post event from the deferred deposit at the Driver Overrun rates advertised on this page and or emailed to you in a hyperlink format, whichever the greater.

'Quote' – A fixed price to provide services or equipment based on information received from 'Hirer' 'without extras' subject to the Terms and Conditions set out below by the Hire Company.

'Installation & De-Rig' Additional service pre-booked and paid prior to delivery or collection.

'Engineer Call Out' Any request from the hirer or their agent is strictly chargeable.

'Correspondence Costs' – The term correspondence costs refer to a fee imposed to cover the administrative expenses incurred from handling electronic communications—such as emails—especially after a service or product cancellation. This can include the management and processing of any emails sent or received that pertain to quotes, invoices, or any other form of correspondence related to the cancelled service. The charge is set at fifteen pounds per email and is deducted from any refunds due to the customer and overrides a lesser percentage refund amount stated elsewhere in these Terms and Conditions. 'On Demand' Additional services or time spent repatriating hired equipment outside the scope of an 'off the tail-lift' or 'on the tail-lift' transport service.

'PPE' – Personnel Protection Equipment required to enter Company's premises.

'Credit Account Cancellation' – After a confirmed order is received a customer cancellation fee is levied in any event or for any reason.

'Electrical Equipment' – Cables, plugs, sockets, distribution boxes are supplied from stock as listed on a proforma invoice or quote. In the absence of a plan drawing of electrical circuits, line voltages and current flows, the Hirer accepts the quoted items on the express understanding that the Hirer determines if the translation of their requirements is as listed on their final proforma quote or invoice. The Company accepts no responsibility for any errors or omissions unless specific drawings are supplied.

'Risk Assessment' – Communications and facts requested and disclosed between the Hire Company and the Hirer to identify any Risks to The Company's employees or Others during the hire period, delivery or collection of hired equipment.

Once you have selected the appropriate generator for your needs, received advice regarding power requirements and distribution, and completed the financial transactions (including deposit and final balance payment), we have a specific cancellation policy in place.

'Generator' Once you have selected the appropriate generator for your needs, received advice regarding power requirements and distribution, and completed the financial transactions (including deposit and final balance payment), we have a specific cancellation policy in place. In the event of a cancellation, for any reason, we offer a refund policy as follows:- Refund Amount: A maximum of 25% of the total hire contract cost will be refunded. This policy applies regardless of the reason for cancellation, including but not limited to, changes in event plans, unforeseen circumstances, or dissatisfaction. Steps to Initiate a Cancellation: Notification: Please inform us of your decision to cancel as soon as possible. This allows us to make the necessary adjustments to our scheduling and inventory management.

Refund Process: Upon receiving your cancellation request, we will calculate the applicable refund based on the total amount paid towards the hire contract. The refund, up to a maximum of 25% of the contract value, will be processed using the original payment method.

Exceptions: Note that this policy is firm to ensure fairness and manage our resources efficiently. We recommend considering all aspects of your event or need thoroughly before finalizing your generator rental to avoid potential loss of funds due to cancellation.

In the event of a cancellation, for any reason, we offer a refund policy as follows: 'Premium Fuels' – The Company only supplies Oil, Kerosene, Diesel, Petrol or LPG gas of the highest grades available. Lower grade fuels will not be accepted or credited against returned quantities unless proof of purchase is provided on the day equipment collection and will be pumped out of the appliance on return.

'Extended Hire' expressly requires regular Deferred Deposit reauthorisations and or regular payments on demand. It is a strict condition of hire that card payment details are kept on file whilst an authorised or unauthorised account is held by the hirer.

'Cut Off Time' – the time of day 14.00hrs whereby warehouse workers stop accepting orders for delivery the following day unless a surcharge is applied to cover overtime costs.

'DOA Warranty' - DOA warranty means Used or Refurbished items sold are covered by our exchange or repair policy, if an item has been purchased and is Dead on Arrival after delivery by the Hire Company.

'RTB' - Return to Base Warranty [RTB] means any item Used or Refurbished will have a RTB 30-day Warranty where the purchaser can bring the item back with a copy of their installation worksheet for our in-house engineer to investigate any malfunction or failure.

'Labour Only' - Means the Company will provide labour only to repair any returned item installed by a registered Gas or Electrical engineer, Used or Refurbished within a maximum of 30 days from purchase.

'RMA Number' - RMA stands for Return Merchandise Authorisation which is required prior to accepting a returned product. A RMA return form can be requested and sent for completion prior accepting receipt or return of said goods.

Ancillary Items - The onus is on the Hirer to hire ancillary parts or equipment to facilitate the successful operation and results from hiring equipment. Example: if you hire an oven, you may need shelves. If you hire a blast chiller you may need gastro pans. If you hire a tent, you may need weights to hold it down. If you hire a chicken rotisserie you may need a gas bottle. If you hire a hog roast machine you may need additional clamps. If you hire a paella pan you may need a burner ring.

Take Notice - Damage or Loss caused to equipment on extended hire will be charged to the card payment details held on file.

'Shortages' - In the very unlikely event outside a Force Majeure incident a strict term and agreement by the Hirer of our contract is that the person or agent who checks the quantities of the delivery and signs our delivery ticket notifies the Company by SMS, email, or recorded telephone contact within 4 hours of receipt of said delivered items. On receipt of a loss claim our admin staff will investigate and organise rectification within a twenty-four-hour period, or sooner if requested. Hired items are picked, QA checked, loaded onto a delivery vehicle, unloaded by the driver, and checked by the recipient, total number of checks equals five. No claims for losses will be accepted after a four-hour period has lapsed, of any kind.

'Timed Delivery Slots' are accepted strictly on the same basis as sending a First Class stamped letter. If we can't make the slot AM, PM, or between times, no refunds will be paid.

'Second Collection' - Charges become due when hired items are not available on the collection day. Second collection costs are not subsidised or discounted. Second Collection charge is seventy pence per mile travelled, plus forty pounds an hour travelled on the road.

'Labour, Transport, Engineer, Technician, Call Out, Parts, MLP' Costs plus VAT.

'Fuel Cost' The cost of Diesel, Petrol, LPG, and any other energy derived products will be charged at current retail prices from the public service stations plus a twenty to fifty percent margin to cover fuel queues and mileage costs to source the fuel. Time and fuel cost used to drive to a Shell, BP or Esso fuel station. Time taken to queue for a space on the forecourt that can accommodate a vehicle + trailer of 12 metres. Dispensing of a Premium Grade fuel such as BP Ultimate, Shell V-Power, or equivalent. Dispensing of anti-fungal fuel additives to counteract the effects of animal fats and other waste oil products mixed with Bio-Diesel through the pump. Queuing to pay for the fuel whilst others put their weekly shopping, coffee, and snacks through the tills. Time taken and fuel used to return to base, transaction purchase handed to accounts. Accounts entering onto Sage and reconciling purchase. Time and fuel used to 'Load Bank' the generator for 30 - 60 minutes to ensure engine performance, fuel economy and reduction is wet stacking which ultimately causes exhaust smoke from under-loading engine. Time taken to calculate average load and cross-check fuel usage against hours run-time. Generally, the mark up on fuel is between 20% - 50% depending on where the fuel is purchased and how far away the driver must travel. Generators and heaters will be topped up with a grade of fuel commensurate with the most efficient and highest calorific values for the hired item. Low grades of fuel worsen the performance of the hire item which is counterproductive for the hirer's cause.

Instructions - Any and all instruction leaflets sent or given are solely for the purpose of assisting in use of the hired equipment. The contents are not binding and should only be used as a guide.

'Insurance Cover' The onus is on the Hirer to provide insurance documents on demand as and when required by the hire Company. The Company hires equipment on the strict understanding that unless insurance cover

'new for old' is held by the Hirer, the Company is at liberty to request a deposit for the replacement cost in full and or may cancel the hire contract if external or internal fraud score checks determine a potential risk of loss.

**Website and Content** These websites [esgeventhire.co.uk](http://esgeventhire.co.uk), [outside-catering-hire.co.uk](http://outside-catering-hire.co.uk), [London-event-hire.co.uk](http://London-event-hire.co.uk), [patioheater4hire.co.uk](http://patioheater4hire.co.uk) and [eventgenerator4hire.co.uk](http://eventgenerator4hire.co.uk) are trading names of Christian Faversham Ltd (the Company) also known as (ESG) Event Services Group, providers of Event Power, Event Kitchens and One Stop Shop for 20,000 different event hire items. All goods and services therein are subject to availability, offered from available stock at the time of quoting. Self-quoting estimates are available 24hrs a day via this website. Hired items do not include any transport, labour, installation or de-rigging costs. Please telephone to confirm your order, secure your hire items, payment, and transport preferences.

**"Our 557 square metre (6,000 sq ft) washing and cleaning facility operates Winterhalter, Hobart and Karcher commercial washers. Our Company is committed to eliminating the most common bacteria; Salmonella, Listeria, E coli 0157, Campylobacter, Clostridium Perfringens, and Coronaviruses and Acute Respiratory Syndromes (COVID-19, MERS, and SARS) which can be present on hired catering items as a result of poor hygiene, inadequate high temperature commercial dishwashers, or cross contamination".**

**Bookings & Deposits** Equipment hire, Event Kitchens, Marquee hire, Event Power, TL90, Trime X-Eco Tower Lighting and Crew Catering events are Confirmed and Booked in by our staff who quote and allocate transport vehicles and drivers after a deposit has been paid if transport capacity is still available. Remaining balances are due latest, one to weeks prior to any event, depending on the time of year. Any outstanding balances, post event, will incur a late payment surcharge of 2.95% per month or part thereof if not satisfied on demand.

**Security Deferred Deposit (DD) and Deposit via BACS** The security deferred deposit (DD) is calculated as a percentage algorithm of an order value. A deferred deposit (DD) amount is shown on each quote and can be paid by an authorised debit or credit card up to £595.00 or higher at the discretion of the Company or a BACS payment before any equipment is delivered or other service is provided. A failed DD payment will stall a hire supply or other service until the outstanding DD is satisfied. When hired equipment replacement value exceeds five thousand pounds, or the Hirer organises their own transport or moves the hired equipment by their vehicle or courier, an additional deposit amount will be authorised, double the original amount highlighted on your quote or the proforma you paid. Card payment details are either held with our card processing agent or a file copy throughout the duration of the initial hire and extended hire, thereafter access is denied and or any record is filed by our card processing agent and or we destroy our retained record. Self-collect hire contract has strict terms and guidelines to adhere to before the Company's hire assets are released to the collector. The cost of picking hire stock, loading, warehouse space, and driving time is organised and allocated immediately the contract is confirmed, either with a deferred deposit, BACS deposit or full hire payment. A DD is a Payment Card authorised amount which is held by your bank and released by your bank automatically after a period of their time lapse. Your bank or card authorisation normally expires 10 - 14 working days after the hire return date unless there are charges for losses, waiting time, or extra hire or labour charges as laid out in these Terms and Conditions. We will renew an expired Deferred Deposit or Release (cash in) the amount any time after three weeks and hold those monies until such time that post event charges are calculated. You authorise the Company to charge a Deferred Deposit if monies owed are not paid immediately on demand after return of goods, or after replacement or your card for extended hire balances, repairs or additional hired items or losses. If you initiate an unfounded or mistaken card chargeback regarding a card payment or deferred deposit, we reserve the right to defend the chargeback and invoice our time in costs as follows: - first letter querying the chargeback seventy five pounds, second and subsequent correspondence letters fifty pounds plus any additional costs levied by the bank or card company. Deposits will be increased for hire items customers wish to collect, to cover a higher risk of damage via clients' own transport arrangements. Clients that take Pay

as you Go fuel charged post event will have the cost of the fuel supplied added onto the DD amount highlighted on your Proforma invoice. Returned unopened or unused fuel will be adjusted on return for the hire contract of above 10Kva generating units. Customer collected or customer returned items become the responsibility of their carrier once they leave the Company premises or vehicle. Any losses or damage should be claimed via their Carrier's "Goods in Transit" insurance or similar arrangement. All Customer collection personnel must exercise an acceptable Duty of Care and be conversant in how to load and secure hired items in their vehicle using straps, padding and cargo locking commensurate with structure and value of the hired items. Our Company cannot advise how to load or secure on demand unless the Hirer is prepared to engage additional labour charges. Customer collections are available within the collection or delivery time window slots as determined by the Company the day before collection or drop off. We have no obligation to load or unload customer collect or customer return hire contracts. We reserve the right to refuse to release hired equipment to persons void of sufficient deposit, knowledge in securing safely and or are not in possession of securing equipment such as padding, securing straps, cargo bulkhead, and are likely to damage our equipment or risk of injury to yourself or other road users.

**Cleaning Service** It is essential that all hire items reach customers in a hygienic and clean condition. Cleaning charges are mandatory unless you have commercial cleaning facilities with trained and certified personnel. Standard cleaning charges are automatically calculated but exclude bulk food waste removal or burnt food. All scraps and food waste should be wiped clean from china, cutlery, pans, and containers. Wash up charges do not include removal of carcasses, treating burned pans, food waste disposal, burned gastro pans used in high temperature roasting, dishwashers not used in conjunction with effective water softeners. Hired appliance equipment which is not cleaned down daily after use and drinking glasses that are used for desserts, may all have wash up increased post event. China that is returned with varying amounts of food waste still plated will incur a separate Food Waste service charge. Silverware must be washed or rinsed after use using non-caustic cleaning products. Under no circumstances should scourers or abrasives be used on any hired equipment. Aluminium parts of hire items will become permanently damaged if washed in commercial or domestic dishwashers.

Linen must be completely dried after use and before returning or re-packing to avoid mildew. Mildew can occur within a few hours under hot or humid conditions. All linen comes with an information sheet on how to shake out/off all table debris. Our laundry levies an additional charge if linen is returned with food debris, table decoration or other solids contamination. In the worst cases of damage or colour staining to white tablecloths, a replacement cost will be charged. Damage by mildew, cigarettes, candle burns, or hot cooking utensils and candle wax will be charged to the Hirer at the cloth replacement cost for each linen item plus delivery. Tablecloths that have been dragged on the ground and or returned with ground soil or footprints will incur additional laundry treatment to salvage to cloth back to an unstained condition.

Hire equipment wash up and cleaning charges are calculated for a single day use during a seventy-two-hour hire period. During extended hire periods and or during multiple uses over a weekend or week hire period will require multiple cleaning procedures to avoid attracting additional cleaning charges. Contamination to any hired equipment by paint, human or animal waste, body fluids or solids, fossil fuels, chemicals, adhesives, petroleum products, tapes, acids, dyes, liquid paraffin, petrol, diesel, waxes, polishes, mud, sand, soil, charcoal dust, ash, tree sap, fire extinguisher powder or liquid will necessitate extra cleaning charges commensurate with time taken to reinstate hire items back to their original hireable condition, or if not salvageable, replacement cost will be charged.

**Van Delivery, Van Collection, Self-Collection** Delivery and collection services are not included in any hire charge set out on this website or other websites owned by the company. Advertised hire prices are initially quoted for customer collection and customer return. In the majority of cases customer self-collection and customer return is not practical for various scheduling reasons. If you do wish to self-collect access hours are

strictly between 10.00am – 12.00hrs or 14.00hrs – 16.00hrs Monday through Friday, and Saturday AM from our main distribution warehouse. All collections are strictly by prior appointment and strictly self-load and self-unload from the storage area, storage container or storage pallet, whichever the company determines. You will need full PPE protect before entering our site, Covid-19 protection mask, a pallet truck, vehicle tail lift, cargo locking, padding, cam straps, sympathetic ratchet straps (not 3 tonnes) and knowledge of how to secure hired equipment without injuring yourself or damaging our equipment. Two forms of identification are required, 1. Photographic 2. Utility bill less than 90 days old. If you fail to comply with any of our self-collect or self-load requirements which requires the Company to carry out the loading or unloading, a charge of forty-nine pounds plus 10p per kilo plus vat to cover up to the first hour of labour and additional administration will be charged to your deferred deposit post event. Hired Generators, Fridge or Freezer trailer collection requirements and conditions are 1. Driver must have a valid Tachograph card of at least 3 years' experience, 2. Confirmation in writing the Hirers' insurance cover is "new for old" not "indemnity". 3. Your insurance company will reimburse weekly lost hire revenue on demand without argument or need to spend time accommodating a forensic accountant, for the duration of repair or new replacement delivered to the Company's'. 4. The deferred deposit lodged is doubled, and the deferred deposit lodged as a cleared funds BACS transfer, no payment cards, credit cards, credit account or cheques.

Discounted delivery and collection days are generally Mondays and Fridays. Multiple hire contracts are delivered or collected, and the multiple transport costs are added together to cover most of the costs of a van, fuel, driver and City taxes for the day. Hire extension or hire equipment unavailability on the day of collection exhausts the transport charge in its entirety and a second transport charge and extended hire charge will be due. In retaining the Company's hired items, you agree to authorise the Company to "swipe" another Deferred Deposit to cover the additional costs involved.

One subsidised or discounted Company delivery and one subsidised or discounted Company collection service is offered on all hired equipment on a pre-arranged and agreed day subsidised from our hire contract revenue. If you accept our transport quote and the delivery or collection fails i.e. not taken off the delivery vehicle tail-lift or collection is not taken to the collection vehicle tail-lift, hired goods are not available, or collection is cancelled, or postponed, a second or subsequent attempt will not be subsidised. Subsequent collection cost start at minimum of seventy-five pounds, plus 10p per kilo weight charge, or fifty pounds per hour (round trip) plus vat whichever the greater from the place in which repatriation is completed. You should note that event hire deliveries are not akin to small package Amazon deliveries. The nature of the events we provide hire equipment to are such that if the driver cannot deliver or collect efficiently either 'off or on the tail lift' additional charges will be incurred to cover any delays or additional driver remuneration. If a delivery or collection fails, is moved or postponed, additional attempts and all charges are duplicated, plus an administration charge of fifty pounds plus vat, plus the cost of any Congestion Zone or Emission Zone charges plus seventy-five pounds an hour round trip to repatriate moved hired equipment from a different location, or during a subsequent attempt or attempts. Standard transport 'Std. Delivery 07.00 - 21.00hrs Mon – Fri' is offered strictly as a multi-drop delivery or multi-drop collection service with arrival **anytime** between the driver's employment start time and finish time within the parameters; Std. Delivery 07.00 - 21.00hrs Mon – Fri or Std. Collection 07.00 - 21.00hrs Mon - Fri. Transport charges depend on availability, distance, weight, access, and number of vehicles required, our admin team will discuss your requirements. Customers that receive their written quote and book their hire equipment fourteen working days ahead of their event date can enjoy free loan heavy duty packing boxes or crates. Orders that are paid for less than 14 working days can enjoy the benefit of heavy-duty boxes or crates at a token price of between one pound and two pounds per box, plus wash up and cleaning. The quantity and size of packing boxes required to deliver hired equipment is determined when your order is picked and in our loading bay. Packing box quantities will be highlighted on your Delivery Ticket, added to your hire proforma as the order enters the loading bay. Those box hire costs are

charged post event from your Deferred Deposit, or you can provide similar quality stacking, nesting boxes or crates up to fourteen working days prior to your event.

All Standard Deliveries are quoted and executed 'off the tail lift'. All Standard Collections are quoted for Hirer to return back 'on the Tail Lift'. The 'Tail Lift' is a platform attached to the delivery or collection vehicle to which your hire equipment is placed for you to receive, or for you to return to for the collection. The driver of the vehicle is not Event Crew and does not double as an Event Porter of multiple hire items. Your initial transport quote if available is to deliver or collect your hire contract to the location or post code you have nominated at the nearest legal parking point provided by the recipient 'on or off the tail lift'. Your Standard Delivery and Standard Collection quote does not include the driver leaving his vehicle to porter your order to different or previously undisclosed locations. Occasionally Hire Contracts (the hired items) are not taken to the tail lift and are left in situ elsewhere. In such situations the hirer by default has engaged a 'Porter on Demand' which is automatically charged twenty-five pounds extra using five to ten minutes of the driver's time, eleven to twenty minutes thirty nine additional pounds, thereafter each ten minute increment an additional ten pounds is added, all plus vat. The driver will SMS a screenshot of their timesheet highlighting additional work outside his initial instructions to which he or she will be remunerated by the hire company. Each vehicle has a tracking system fitted and CCTV which may also be used to confirm Time on Site. The driver will have either called the contact number or sent an SMS with a Tom Tom estimated time of arrival (ETA) as he or she leaves their previous job. An arrival update is subject to traffic delays and may be as little as a few minutes. An ETA is not contractually binding. Please notify us if you require to upgrade (at additional cost) to a more accurate delivery or collection window within three office working days of either the Delivery or Collection service. If the delivery of the hired equipment or the collection is 'under duress' meaning the hirer becomes unhelpful and or brusque towards the driver's request to execute a tail lift service, the driver will contact their Line Manager for further instructions. The clock ticks whilst the driver seeks authorisation from their Line Manager, those minutes are charged for post event.

Off Road Events - Organisers and clients should hire EuroMat ground panels in advance of their event to assist delivery vehicle access on soft or muddy ground. Please Note-off Road delivery requests 'on demand' or 'under duress' without EuroMat or similar ground panels are provided at the Hirer's or their Agents' own risk. Own Risk means that if under instruction the hire company's vehicle gets stuck in soft ground or mud, or damaged off road, the client will engage a professional recovery company and either pay or reimburse the vehicle recovery costs. Any Company vehicle damage caused off the public highway as the result of low trees, branches, narrow tracks, or soft ground including tyre valves and sensors is the responsibility of the client unless the hirer specifically advises the hire Company in advance by electronic mail to arrange alternative transport such as four-wheel drive or similar off-road vehicle. The hourly rate cost of each Company employee for each hour, or part hour during a recovery operation back onto firm level ground or on a public highway is the responsibility of the hirer. A porter charge will be made if hired items have to be carried from a kerbside delivery to a previously undisclosed delivery point or carting from an undisclosed collection point to a firm level vehicle tail lift loading point. Standard delivery and collection drivers do not carry hired items up or down stairs, if instructed 'under duress' automatic stairs charge of seventy-five pounds is added to your hire contract for each employee engaged in the request. The Hirer or Client agrees by his or her instructions to indemnify the Company for any additional services requested on demand such as portering or installation agreed with the driver on demand, and if so, the Client or Hirer authorises additional post event charges. The hirer, client or their agent agrees to indemnify the hire Company of all claims of damage, injury or other legal action whilst the Company executes 'on demand' additional services, i.e. at the hirer's and client's own risk unless the hirer or client makes a risk assessment available prior to delivery or collection. If the client, hirer or agent is not present to sign for on demand services on drivers' delivery or collection document, the driver will photograph the location. Porterage and or installation charges on demand, under duress, by arrangement with the driver, or by abandonment will be deducted from the deferred deposit. Hirers should ensure that they or their representatives are at the delivery address to receive a tail lift delivery and hand over a tail lift collection.

Wasted journeys deriving from hirers' non-attendance, access problems, or equipment not being able to be delivered, or not ready for collection exhausts the initial subsidised delivery or collection fee. Subsequent Delivery or Collection fees to redeliver, collect or recover hire items will be charged at £50.00 per hour round trip, plus any Congestion Zone or Emission Zone charges as a result. Standard delivery and standard collection charges include five minutes to hand over hire items and ten minutes to collect. The driver will SMS or telephone ahead to advise an ETA as he leaves his previous job. Please ensure your contact numbers are answered on the deliver or collection day.

Deliveries to third parties, agents, or unoccupied premises are made entirely at the hirer's risk and will not be delivered unless authorisation is received in writing, fax, e-mail, or SMS, security checks will be made and the driver's additional time charges for post event. If available any paid for deliveries or collections abandoned due to noncompliance of our transport terms will exhaust the delivery or collection charge in its entirety. In addition, the third-party recipients will be required to show photo identification and a utility bill less than ninety days old. On collection of hired items the Hirer will confirm quantities using the Customer Collection tickets handed on delivery which the driver will photograph. The driver is not employed to count individual hired items which should be repackaged and re-boxed in the same hired boxes as were delivered, ready for tail lift loading. Plates should be packaged vertical on their rims as delivered. Hire contracts that have to be re-boxed, re-packaged or suffer breakages as a result of negligent packing or having re-packing on the kerbside result in charges for labour and or losses being applied to their Deferred Deposit. The delivery and collection driver will count boxes off and onto their vehicle. Delivered hire items have been checked and counted three times before delivery. Collected items will be palletised or in our loading bay, counted as soon as practically possible at the Company warehouse. Transport quotes stand firm until close of business on the day of the quote. As the event date approaches our vehicle delivery fleet and multi-drop availability reduces. Please note the Company does not offer a local area Amazon delivery service of small packages, you will need to organise portering of the equipment. The weight of the order will have been advised in advance of your payment. Company event drivers are single man crewed carrying out careful transport of breakable and technical event hire equipment. The drivers are not normally trained in removal techniques of lifting, carting, or portering. Timed deliveries of hired equipment are subject to traffic network conditions. Drivers will often load a Timed order and make a direct priority journey as opposed to a more economical multi-drop workload which will include an AM or PM request. AM, PM, and Timed deliveries are also subsidised and will not be refunded due to road closures, security checks, riots, parades, demonstrations punctures, MOT roadside checks, bridge closures or forty-five-minute tachograph breaks which are required by law en-route. The driver will leave his depot using Tom Tom or Google's travel time which takes into account all traffic conditions at the time of leaving. 'Timed Delivery Slots' are accepted strictly on the same arrival basis as sending a First Class stamped letter. If we can't make a AM, PM, or between times slot, no transport refunds will be paid due to traffic delays, road closures, traffic jams, diversions, fuel station delays, punctures, breakdowns, tachograph breaks, or any other situation beyond our control. The agreement to accept AM, PM, between times are accepted on the strict condition that no claims can be made for any delays.

Alternatively, if your AM, PM, between times delivery or collection request is critical you can book a narrower delivery slot, Time Specific Courier Service at a much higher cost. As with Standard transport a Timed Delivery and Collection, AM and PM is strictly off or on the tail lift. The driver will decide if he or she can assist within a 'line of sight' of the vehicle within a ten-metre zone if he places the hired items, additional remuneration will be paid to the driver and post event charges will apply. Any deviation from a ten-metre point without written agreement with the Hire Company will be deemed strictly as an annexed contract made between the Company's driver, Courier Company, or Removal Company for which the Hirer agrees to compensate the Company for additional charges, costs or expenses post event. The Hire Company will in most cases have already recommend an Event Crew and Removal company who are experts at installing and de-rigging hire items in and out of buildings, up and down stairs. A driver with no advanced written knowledge or authorisation by the Company has the right to refuse to accommodate a request on demand or under duress to



porter hired items. If the Hirer engages the Driver on-demand to Porter hired equipment from or back to the tail-lift platform of the delivery/collection vehicle, by default post event hourly rates charges will strictly apply for plus per kilo weight surcharge as advertised or advised by SMS. Email or within these Terms and Conditions.

Outside catering equipment standard hire periods are for one day use within the Hire Period indicated, normally circa seventy-two hours. The day you nominate as your event day as noted on your proforma is the agreed day of use unless specifically indicated as an Extended Hire period on your Hire Contract. Equipment must be available for collection the day following the event date or working day whichever is the most convenient to the hire company. During a Bank Holiday weekend, the hire company will contact you via a SMS messaging service to the mobile telephone number given at the time of booking to advise the day of collection if different from your proforma. The Collection driver will in the first instance contact the telephone numbers given prior to the hire period. Please ensure that your contact telephone numbers are answered. All other times you will be contacted initially by SMS text or by telephone you to advise that our driver is en route, NOT to arrange a time convenient to the Hirer to accept or hand over the hire contract. If access to collect the hired equipment is abandoned, denied, blocked, delayed or impassable then a second collection journey will be automatically booked for the following working day, charged with, or without waiting time lodged against your Deferred Deposit. Unless otherwise agreed the delivery and collection addresses are required to have unrestricted access for delivery and collection vehicles of an ambulance size up to loads of 3,500kgs on flat, firm, level ground, no off road driving, no kerb climbing, no driving off Trackway™ with a minimum foot print of 8m long x 3m wide for van deliveries and minimum of 15m x 3m wide for van/4x4 plus trailer combination. Any less footprint for a combination strictly requires the client to finalise the position of the trailer. Transport quotes are given for access through a minimum 3.2 metre high or 3.0-metre-wide entrance for all entry and exit points to premises. Access restrictions may cause delays which will attract half hour hourly rates or part half hour thereof. Deliveries in single track roads require specific Google map coordinates or at least Google map photographs must be provided in advance. Rural venues with driveways or a narrow entrance off the public highway less than five metres wide should budget for event crew or porters if the delivery vehicle is likely to abort access or egress at the entrance. If parking or loading restrictions are not in place or reserved at any venue you agree to advise the Hire Company by electronic mail or SMS with a backup telephone call to our call centre telephone number. Any altered collection and delivery arrangements must be made in writing. Our office will confirm any changes. Changes to Delivery or Collection days on the day of Collection or Delivery exhausts the subsidised transport charge rendering the change in transport day an additional post event charge. Clients ordering equipment or services for events are responsible for providing traffic management, free parking and or, suspended parking bays at, or close to the delivery and collection point. Any PCN parking penalties issued to our vehicles whilst executing delivery or collection to those addresses will be charged back to the hirer post event via their payment card or BACS deposit whichever the most convenient to the company.

Any deliveries and collections that result in off highway encounters without notice, access problems due to mud, un-cleared snow, ice, traffic clogged access roads, cluttered paths or alleyways, above or below ground floor levels, up or down steps, causing additional time on site, that time is charged extra post event. If the Hirer engages a porter service in advance or hires a removal contractor it is assumed unless otherwise stated that all routes to deliver or collect from or via basements, staircases, or steps are easily and safely negotiable, and that all measurements of doorways and photographs have been sent electronically in advance. Please note we will not attempt to deliver up or down spiral or narrow staircases.

Refrigeration and freezer units must not be tilted past 45 degrees, if so, momentarily they cannot be switched on for at least 12 hours until after delivery. All freezers and refrigerators can be used immediately after delivery if not tilted. Failure to leave a fridge standing switched off will result in irreversible damage which will be deducted from the Hirers' Deferred 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. All fridges, freezers and ovens must have their temperatures checked regularly

ideally every 4 hours to avoid damage or spoil. No claims will be accepted if temperatures are not checked on a regular basis. The Company's hire equipment is not designed to be carried, lifted, or transported horizontal. The design and condition 'ready for hire' means that appliances will have water in steam tanks, rinse tanks and wash tanks or hoses which will cause damage or failure if the appliance is moved or transported off its vertical axis. Damage caused to pumps, drains, motors, fan motors, PCBs, solenoids, I/O boards, and any other repairs caused by off vertical axis, or by lifting, dropping off pallets, bouncing across floors, kerbs, thresholds, dragging on or off tail-lifts is the responsibility of the hirer as are those repairs. Costs required to reinstate and rectify back to a working condition will be borne by the hirer or charged post event as determined by the hire Company. Plans to install appliances off pallets, off vertical, steps, stairs, etc should be disclosed prior to accepting hired items along with a written Method Statement or similar document.

Multiple hire contracts for the same event or same customer require a deferred deposit for each hire ticket, Proforma, invoice or quote. Each deferred deposit amount will be pooled together to cover all hire items and made available to charge any losses from either, one, both, or multiple hire contracts. Card payment details are expressly kept on file during a hire period, thereafter, destroyed post return of the Company property. Deferred deposits that operate in conjunction with long term or extended hires will be renewed (re-authorised) from time to time until the hired items are returned. Any extended hire contracts and any monies that remain unpaid after a request to settle will be charged to the client or Hirer's credit or debit card (given at the outset of the hire), either during an extended hire period or on return. The client is responsible for handling and counting back hired items in front of the collection driver in groups of 6, 10 or 25 separate bundles i.e. knives separate from spoons and forks, china and glasses boxed back in the same transport crates and glass jacks glasses inverted as delivered, ticked off on their original Delivery Ticket, prior to the client loading onto the collection vehicle tail-lift. If the client does not provide their Delivery Ticket to the driver to interrogate and pools all or any hired items back to the Company higgledy piggledy, the client by default transfers the task of counting to the Company warehouse staff. Unless the client can provide an environment and bundles of multiple hire items for visual totting up, any count by the collection driver is strictly visual as an indication and not binding. The transport driver's remit is not to separate, group, handle or organise checking or double checking of quantities within the costs quoted for transport. Additional time taken to repatriate hired equipment from multiple locations depletes the drivers' tachograph driving hours. Depleted tachograph hours are charged for post event and include the cost of the driver, vehicle cost, fuel, and administration costs. If any losses are recorded by the Hirer or indicated by the driver the Hire Company will provide two staff members to check and count back into Goods In at the Company depot. The Company will contact the Client by email or SMS recording the loss or damage giving 72hrs to return the missing items. When losses of any line item exceed ten percent, the Company will make a separate count with a Supervisor or Manager. Any hired items not returned within three working days will be replaced forthwith and charged replacement cost plus shipping.

**Hire period – 72 hours maximum – Definition** A seventy-two hire period is the maximum time hire equipment can be held (unless a Bank Holiday weekend) in possession on a standard hire charge. A standard hire primarily covers use on a single event day, testing during part of the delivery day, and storing during 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 event day. Failure to request and remunerate an extension of hire strictly limits the Hire Companies' liability to the single event hire day recorded on the hire contract. Discounted hire periods are not refundable for an early termination under any circumstances or situation. If you are given a free or discounted extended hire period, that condition is strictly on a Return to Base swap out or repair. If you call out a replacement hire item during a free extended hire period the transport miles travelled from the nearest available driver is charged at seventy-five pence per mile, plus forty pounds per hour travelling, plus forty pounds an hour on site, all charges and services are plus vat.

Hire goods are available for customer collection or delivery up to twenty-four hours 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 the hired goods, they must be available for collection the next working day (or earlier) following the event day as entered on your hire documents. An extra charge of thirty-three and a third percent per day or part, will be made if goods are returned late or not available for collection between 07.00am and 21.00hrs the next working day following your event, a second unsubsidised collection charge will be due. Extended hire costs will be charged to your deferred deposit.

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

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. Wood, cardboard, or fabric items must not be stored in damp or wet conditions. Any damaged or breakages of hired items must be returned. Losses are charged for separately at replacement cost plus delivery cost. The Hirer will be notified of any breakages once all hired items have been checked in at the Outside Catering Hire warehouse. Substitute or other hire company's items will NOT be accepted. Hire items damaged or broken as a result incorrect or reckless packing including items that were delivered bubble wrapped but returned unwrapped, plates that were not packed on their rims vertically, and glasses incorrectly stored and or broken in the wrong glass racks will be charged the replacement cost plus delivery. Glass or polycarbonate drinking vessels that are transported out of their supplied glass racks (glass jacks) will be replaced regardless of their returned condition. We reserve the right to charge an administration charge of between twenty and fifty pounds plus value added tax in addition to extended hire whilst we attempt to repatriate lost or missing hire items from a client or hirer that is absent or uncontactable.

The Hirer shall fully indemnify Outside Catering Hire in respect of all claims by any person whatsoever (including the Hirer, his Servants, Agents, Employees and Public) 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.

**Installation and De-Rigging** The company provide event kitchen equipment, temporary power, temporary floodlighting, temporary heating and a host of other hire items. All quotes are given and accepted on the strict understanding that the hirer is responsible for the installation and de-rigging of hired equipment delivered via a commercial vehicle presented on the vehicle tail-lift for others to porter into place. The Company does not supply delivery drivers to install or de-rig any equipment without prior agreement and consent. Hired items that are left in situ that necessitate an on demand de-rig and porter service will be charged in 15-minute increments or part increment thereof for providing administration assistance of proof plus 15 minute increments or part increment thereof for providing the driver to de-rig and porter equipment during repatriation. Both charges are absolute and will be charged to your deferred deposit. If you intend to be unavailable to repatriate hired equipment back to the tail-lift on the collection day, our driver will on-demand carry out additional unpaid services.

**Rational™** ovens are hired either on short term and long-term basis either at full page price or discounted prices for longer periods. Both short term and discounted rates are accepted by the hirer on the strict understanding installation and ongoing service and maintenance is the responsibility of the hirer unless otherwise stated in your contract. Alternatively, the hirer has complied with all installation checks and adjustments with recorded data as requested in these terms and conditions. Installation (hirer's own or additional cost) requirements for Rational™ appliances are mandatory with full disclosure. The onus is on the hirer to prove that their water pressure, static gas pressure, dynamic gas pressures of burner, appliance gas pipe size, manifold gas pipe size, electrical voltages, water contamination readings, blown computer boards, water hoses, water valves, fans, motors and gas burners were working correctly and settings or functions recorded inside installation parameters at the point of installation, either by written or photographic recordings.

Rational ovens require at least a Rational technician for electrical appliances to connect electrical phases correctly and Gas Engineer to install, test gas manifold pressures, record dynamic pressures of burners of installed gas appliance with all other appliances connected to supply manifold calling for heat, power up and run through a cleaning or wash cycle prior to use to qualify for free support and or breakdown service. Failure to provide written evidence of a professional Rational™ installation by a qualified Rational™ person within 24 hours of short term up to 5-day hire or within 7 days (longer term 28 days or more hire period) of longer installation will void any free engineer attendance to either repair, reset, or recalibrate the Rational™ equipment. Any Rational™ appliances returned after a hire period damaged or in a failed operational state will be repaired by the hire company with all costs re-charged to the hirer. The onus is on the hirer to provide a clean stable 230v-240v or 380v – 400v electricity supply at 50Hz. Any costs arising from failure due to unstable power, low gas pressure or gas delivery volume will be charged to the hirer post event. Tamperproof seals are fitted to each appliance which if broken without prior written authorisation will void free support in the event of a failure whilst on hire. Rational™ ovens that are delivered via a pallet will require a brief written appraisal and method statement for removing and re-fitting the oven back onto the pallet without damaging circuit boards and fan motors. You are required to supply a short video recording of the oven being removed and fitted back onto the pallet to exclude any claim from the company for damaged or repair to any failed oven. Any E34 error codes, broken or failed fan motors, pumps, hoses, I/O boards or main control PCBs that fail after a delivery which may be void of a method statement or video of dismounting or remounting back on the pallet will be charged for replacement parts, labour, travel mileage, and labour on site during or after the hire period. Premium call-out rates (see rates at footer) apply outside office hours and at weekends. The Company reserves the right to dictate the method of payment for repair, labour and transport costs due to a failed or incorrect installation either by BACS or card authorisation in advance of attendance or if not practical post event from the Deferred Deposit or additional authorisation if decided by the Company. All Rational ovens are checked and tested for 3-5 hours prior to delivery. No credits will be applied whilst ovens await parts or an available engineer after an incorrect or unauthorised unskilled installation has been attempted.

**Extended Hire & Long-Term Rental** The hirer is responsible for daily wiping and removal of food waste and maintenance on hired or rented items. Any mechanical engine driven device must have daily attention and weekly checks. Any hired item that is returned with visible loose food waste or standing pools or puddles of cooking oil or congealed fat will have their Deferred Deposit deducted the appropriate amount to present the hired item for a deep clean as charged for in advance. The minimum surcharge for waste food or oil removal is fifty pounds per hired item. Periodic six-week maintenance and safety checks are the hirer's responsibility and cost. Replacing and topping up oils, water and filters is the responsibility of the hirer, as is the cost. All generators require an oil service after 200 hours. When entering into a contract with the company the hirer agrees to maintain and service mechanical devices whilst in their custody and control and provide evidence in detail on demand. If extended hired items require diagnosis or repair the hirer is strictly responsible for Condition 1. Contacting their equipment supplier. Condition 2. Advising their hire supplier of any equipment abnormalities Condition. 3. Making the appliance available for inspection between office hours Monday – Friday Condition. 4. Advising their hire supplier of any repair costs prior to completion if external or third-party engineers are arranged by the hirer. Condition 5. The hirer to retain all replacement parts. Condition 6. The hirer to provide details and time stamped photographs on the day of failure of parts that may require replacement and time stamped photographs of any replaced parts. Condition 7. The Hire Company agrees to indemnify the hirer for reasonable costs for diagnosis in any event during office hours. 8. The Hire company agrees to indemnify the Hirer of reasonable repair costs if conditions 1 – 7 are met above. If any condition 1-7 is not met, the Hire Company's indemnity will be limited to replaced parts at Trade Prices if the replace parts are presented to the Hire Company on demand. In any event any claim for unauthorised repairs will be strictly limited to £50.00 if the Hirer provided evidence on demand.

Gas canisters are provided as a seventy-two-hour hire item. During long term or extended hire periods of LPG gas heaters, LPG or Natural Gas catering equipment, LPG gas canister or gas bottle hire charges are highlighted as a single seventy-two-hour hire item. The seventy-two-hour hire period allows time to refill the Hire Company's LPG gas stock ready for exchange or resale to other customers.

Hire customers that keep gas bottles or canisters over the seventy-two-hour hire period will be charged one seventy-two-hour period per week until the gas canisters or gas bottles are returned.

Our cancellation policy in respect of Extended Hires or Long-Term Rentals is that quotes have been provided throughout the duration of the requested or agreed period, the onus is on the hirer or renter to ensure that the equipment will be required throughout the duration, the equipment is on your hire throughout the booked period. Pre-booked hire periods of equipment exclude the Company from hiring said equipment. The company will not make any refunds against any discounted or early termination, of part, or all of any Extended Hire or Long-Term Rental periods, for any reason unless specifically agreed in writing prior to delivery. The company in any event reserves the right to charge the pre-discounted hire period rate for any contract that is terminated early for the duration.

**Bank Holiday Delivery and Collections** - Standard deliveries or collections if moved to Bank Holiday days are provided strictly subject to driver availability unless Time Specific transport is booked and paid for in advance. Any and all transport provided on a Bank Holiday is done so on the strict understanding that double transport rates apply, except for Christmas Day and Boxing Day provided at double transport cost. We aim to collect hire contracts on the first or second working day following a Bank Holiday. Our ability to collect hire contracts post Bank Holiday depends on drivers' hours, traffic congestion, road works, festival and event hold ups, road closures. No claims for inconvenience will be considered for post Bank Holiday collections or any other collection or delivery delays out of our control.

**Engineer Support & Fryers** Engineer phone 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. Clients that rely on electrical extension leads, do so at their own risk and expense. Each and every item dispatched is tested for normal operation prior to loading thus avoiding any inconvenience on the event day. Any hire items that require service or repair whilst on hire must be made available with given notice. The company reserves the right to collect and return any gas or electrical appliances that require repair or service. 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 shut down the fryer at around 200 degrees centigrade +/- 10%. For continuous fryer use customers are advised to set the factory fitted thermostat in conjunction with an accurate calibrated 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 temperature of the fryer medium for 1 – 2 minutes to see what the final resting temperature records on your probe. Different design fryers - 3 tubes, 4 tubes, single element, double element all have a different temperature "spread". The maximum temperature we can guarantee for reliable fryer use is 180 degrees centigrade. Please note all gas fryers have a labelled notice drawing attention to excessive frying temperature.

**Kitchen Equipment Install** All quotes are given on the strict understanding that the Hirer specifically informs the Hire Company where utility services are located before delivery by electronic mail. In the absence of specific information, the Hire Company will assume gas, electric, mains water, grey or foul drainage is within two metre vicinity where appliances are being installed. Room or marquee sizes must be disclosed in advance of each build. Any delays in build or break down caused by other trades or contractors working in the same

area, or access or egress delays from deliveries or collections will be charged at thirty pounds per hour outside the M25 and seventy-five pounds per hour per person inside the M25, and double rate after 22.00hrs. The cost of bringing services to within two metres will be charged as a supplementary charge and paid for before the service is provided. All electrical, gas and water connections are strictly the responsibility of the Hirer unless specifically requested in writing. Water supplies and containers are solely for the purpose of wash up or cooking with boiling water. 25 litre non-potable water containers can be ordered in advance of an install. Parking meter feeding and or obtaining parking permits is the cost responsibility of the client and or their principles. All charges levied to the hire company for parking, clamping, or towing will be charged back to the hirer or client. If any venue, marquee, kitchen, or room has vermin, pests, spores, damp, or dust that contaminates or causes damage to hired equipment; the client strictly agrees to reimburse the cost of damage, labour, spare parts or any sub-contracted labour necessary to repair or replace said equipment. Settlement of those repairs will be settled immediately from the deferred deposit.

**Use of Equipment** 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, or someone else has the necessary skills and knowledge in the operation of all electrical and LPG appliances. The Hire Company will not accept any claims for hiring of incorrect equipment or the lack of knowledge in its use, installation, or disconnection. We do not engage as event organisers and do not run a chefs' training school on demand. 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 or treat. If you move appliances or heaters with gas canisters connect there is a likelihood that damage will occur to panels, gas valves, or gas regulators. Replacement parts and labour will be charged post event.

**Damage by Porters or Event Crew** The onus is on the Hirer or their Agent to have in place on delivery and collection persons knowledgeable to be able to move hired equipment from the delivery vehicle tail-lift to the area of use and from the area of use back to the collection vehicle tail-lift without damaging hired equipment. We advise that any hired item higher than chest height should be portered by two persons, 'one in front and one behind the item' Casters are fitted to most appliances to 'aid the movement of hired equipment on flat level ground'. Avoid running over plugs, snagging, or dragging power cables on the ground. Power cables will be inspected by our collection driver once the hired item have been repatriated back onto the tail-lift by the hirer or their agent of the company's collection vehicle. All cable damage will be reported at the earliest opportunity with a photograph of the Hired item in the cargo area of the collection vehicle. Dragging equipment through gravel, cobble stones, flag stones or any other uneven ground surface which is likely to break or damage the equipment. Catering oven circuit boards, motors and switches are regularly broken by rough treatment. Gas appliances that are moved with gas bottles inside will require examination of gas valves to determine if damage has occurred. Bent patio heater panels and bent patio heater support tubes are classic signs of movement with gas bottles inside and possibly still attached to the gas regulator. All and any damage is charged to the Hirer.

**Alterations & Changes** The Hire Company recommends prior to paying for a quotation or proforma the Hirer should seek advice as to costs and viability of delivery and collection, and stock availability. No reduction in booked stock levels can be made post payment within thirty days of the event date. Cancellation, Postponement, or reduction requests post payment, will be subject to an administration charge of fifty pounds plus vat in any event or circumstance plus twenty percent of the reduced hire revenue from the cancellation or reduction of the line item. Some cancelled confirmed hire contracts resulting from Covid-19 lockdowns of wedding venues can be postponed to a later date within 12 calendar months. All postponements will be strictly subject to current unsubsidised transport costs. After a postponement has been administered, the Company will not issue any refund after a subsequent postponement or cancellation request. During a Lock Down only a

request for partial refunds will be considered and if qualified for refund will be less administration costs of the booking and post cancellation administration, see below section for full details - Covid-19, Coronavirus, Lockdown Cancellation, Tier 1,2,3,4,5

**Hire of Heaters** The onus is on the Hirer to establish the correct heaters for their requirements. In the absence of a site visit, the Hirer, their agent, or event organiser books heating equipment based on their local knowledge and understanding of their heating goal. Heaters are offered for hire on the strict agreement that the fuel or energy sources to power said heaters if not supplied by the hire company and therefore excludes the Company from any liability from failure. Customers that provide their own kerosene, diesel, gas oil, LPG gas, natural gas or electricity do so on the strict understanding they exclude the Company from any on-site attendance obligations whatsoever outside of normal office hours. Requests from the Hirer to attend a heater failure does so on the basis of technician's chargeable Call Out or Swap Out charge in addition to any previously paid hire charge. All heaters are tested prior to delivery and are supplied with clean Premium Fuel and are tested on a reliable electrical or gas supply. Hirers are asked not to dispense liquid fuels from cans or containers. Only designated public fuel storage or public dispensing devices should be used either from a fuel service station, or from a bowser supplied from the hire company. Any kerosene, gas oil, diesel, dispensed into the Hire Company's heater or generator from any other storage vessel will be pumped out and disposed of. The Company shall change all fuel filters and clean fuels tanks charging the cost or works to the hirer's deposit.

**Hire of Generators, Fridge & Freezer Trailers – Chiller Trailers** the Company supplies generators and chiller trailers on a Do-It-Yourself basis. The Company does not include any technical installation during delivery. All generator and chiller delivery and collections are to, and from a hardstanding. If an off-road delivery or collection is required to be positioned off a hard standing the Hirer must advise and reserve the correct delivery vehicle or 4x4 prior to arrival to site. Please note none of our Hire Contracts include four wheel drive deliver or collection vehicles unless specifically booked as a line entry on your quote. In the event of an off-road delivery or collection the onus is for the Hirer to provide Euromats or Trackway in areas where vehicles are likely to get stuck in mud. Please bear in mind conditions deteriorate rapidly the more vehicles that drive on wet ground or grass. In an off-road delivery or collection contract additional time, second delivery attempt, second collection attempt, and waiting time will be charged whilst the event organiser or client give further instructions. Any valet cost of cleaning mud off the generator, chiller trailers or 4x4 vehicle will be recharged post event. In a situation whereby an off-road service is made under duress or on demand without notice, the cost of any off-road recovery service required to repatriate the Company's vehicle onto the public highway will be charged to the Hirer's deferred deposit. The Company reserves the right at all times to sub-contract off road deliver or collection services either pre-booked or on-demand. The Hirer agrees to reimburse all costs arising from off road delivery or collections including pressure washing and or valeting the vehicle and or generator back to a pre-off-road condition. The Hirer's responsibility is to protect Generators, Fridge Trailers, Freezer Trailers, Heaters and other Refrigerated equipment from man-made contaminated airborne cooking grease or oil, man-made materials, plastic bags or similar blocking or restricting material or natural vegetation, leaves, pollen or air born seed material from blocking or contaminating air intakes, evaporators, condensers, radiators, grilles of those items which are likely to cause contamination, failure or necessitate repair of cleaning of the same. Any costs or failures resulting from contamination or blockage shall be borne by the hirer. Static Fridge and Freezers plus road tow fridge and freezer trailers must be sited in areas whereby ambient temperature is maintained, not increased. The Hirer is responsible to provide an area where the refrigeration equipment is used in a well ventilated or open area void of any additional heat sources likely to raise the ambient air temperature in that vicinity. Static fridge and freezers designed to operate in a building or covered temporary space will not work if used outside in the open and or in direct sunlight. The onus is on the Hirer to hire air movers in situations where ambient temperature rises above 35°C for static or road tow fridges.

Refrigeration equipment will be supplied on demand after a deposit and or full payment is made either by Debit Card, Credit Card or BACS payment as determined by the Company. The Hirer will provide two contact telephone numbers and an address in the UK where the hirer resides. NHS - Please refer to your [NHS Cold Chain guidelines](#) when using these or any fridges used for vaccine storage. The hirer is responsible for maintaining and recording fridge and freezer temperatures for a minimum of eight checks per 24hr period. The onus is on the hirer to check that the temperatures are set correctly within the range required for storage of food and drinks. No claims for spoil, or loss of any products will be considered if the hirer fails to carry out temperature checks. Clients are responsible for providing "clean power" with no more than +/- 5% variation in voltage. Variations in voltage may cause current spikes which blow fuses which the hirer is responsible to change. Chiller hires of more than 4 weeks require maintenance checks which is additional to hire period costs. It is a strict condition of the hire company that no claims for loss will be considered if the hire company replaces or rectifies any fridge or freezer chiller or fault that may be develop within 6 working office hours of request or notification. The Hirer is responsible for damage or loss from altering pre-set parameters as delivered by the Company. managing the refrigeration and security of the hired equipment is the responsibility of the hirer. The Hirer is responsible for any losses caused by negligence or theft. The Hirer agrees to cover a total loss under insurance terms "New for Old", not "Indemnity". The Hirer agrees to provide clear and timely access during delivery and collection with ground Trackway or similar prior to delivery or post event. Driver delays of more than 15 minutes during delivery and 15 minutes during collection will be charged post event at the rate of twenty five pounds plus vat per excess twenty minute increments or part increment.

The Hirer is responsible for reporting refrigeration or heating variations and is held to strict proof of any losses within twenty-four hours by producing an itemised schedule, making stock available for collection or delivering up any lost stock on demand. No claims will be considered for equipment failure whilst being used under temporary event power, during or after lighting storms. The Hire Company shall only consider any losses if replacement of refrigeration fails to take place within six hours of the Hirer requesting replacement of a unit and if only the unit's failure is due to negligence or poor maintenance. If a unit requires exchange or replacement the Hire Company's responsibility is only to deliver to a hard standing for the customer to swap contents or connect cables. No labour is included in any exchange which is chargeable if used (on demand or under duress) or required to move, exchange, or salvage stock. Hourly on-site rates will be charged post event at the rate of seventy five pounds an hour during office hours, or one hundred and twenty five pounds an hour Saturday or Sunday up to twenty two hundred hours. Thereafter, all other times one hundred and seventy-five pounds per hour including travelling and time on site.

**20,000 Stock Lines in 30,000 sq ft** 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. Quotes are issued based on stock availability system. At the time of your quote, stock levels will be checked against system availability and electronically mailed via the internet. It is a condition of hire [and in many other industries] that customers are aware quotes for items obtained in advance of their event date may reduce or become unavailable as other customers book equipment prior to your confirmation payment or PO. On the very rarest occasion that stock is unobtainable, the nearest substitution will be supplied. The Company requires up to three working days to administrate and pick loads in excess of 500kgs into our loading bay ready for collection or delivery. Hire contracts that are confirmed via a late payment [less than 3 working days before event day] will run the risk of minimum stock levels or transport capacity restrictions. Customers that confirm at the eleventh hour i.e. after 14.00hrs on the day prior to delivery will be surcharged ten percent to cover additional overtime costs in picking, packing and loading contracts ready for delivery the following day.



**Sale of Ex-Hire & Used Catering Equipment** – From time to time we sell ex-hire and Used Catering Equipment into the second-hand market at a fraction of the new price. Please note the following two warranties which are included FOC [free of charge] :-

- Refurbished - 3 Months labour warranty.
- Used - DOA [Dead on Arrival] Warranty.
- Spares or Repair, no warranty or refunds given.

Extended Warranty can be taken out at the time of purchase. Refurbishment means an appliance has been clean and tested to manufacturers operating parameters. Replacement parts have been fitted, cleaned or adjusted. The appliance is working and sold working with a 3-month on-site time labour guarantee, any parts required may be due to end of life which are not covered by a refurbishment warrantee. Additional parts and labour warranties can only be purchased at the time of purchase or prior to delivery.

Used means the appliance has been used, its life expectancy has been reduced as has the Used cost of the appliance. The appliance is working correctly prior to delivery and comes with a DOA [dead on arrival] warranty if the appliance has been installed by a qualified bona fide engineer conversant and experienced in the appliance. In the unlikely event an appliance is DOA, we will replace it, repair it, or refund the cost of the appliance.

Rational™ ovens that are sold must be commissioned, connected, and installed by a qualified Rational™ engineer to validate our above cover under Used or Refurbished descriptions.

Periodic maintenance and regular cleaning is required to keep appliances working and in tip top condition. Any appliances that have not been maintained, cleaned regularly, or are used in environments that have air born fat or smoke are likely to fail prematurely.

**Loss, Theft or Negligence** If a hire item has been lost, stolen or damaged due to negligence the Hirer agrees to reimburse the Hire Company on demand. Until missing hire items have been repatriated or their fate is confirmed by the Hirer, extended hire charges accumulate. If the hire payment has been paid by card payment the Hirer agrees to replace the missing items by the same method without the necessity for further authorisation. An administration charge of fifty pounds will be charged against deposits for arranging replacement of lost, stolen, vandalised, or hire items damaged because of gross negligence. Missing items that are subsequently recovered post event which require a collection will attract a subsequent full cost collection charge, or you may deliver back to our warehouse via a signed for courier, on receipt extended hire charges will cease.

**Accidental Damage Waiver (ADW)** is applied automatically to each proforma invoice or quote to cover the workshop and administration labour content only to repair accidentally damaged hire items. ADW funds are allocated to fit or repair parts required to reinstate damaged hire items back to a Ready for Hire condition. ADW does not cover neglect, damaged caused by manoeuvring through doors, upstairs or steps or down stairs or steps, any wheeled casters, electrical leads, 13amp, 16amp, 32amp, 63amp or 125amp electrical plugs or sockets, incandescent bulbs, metal halide bulbs, LED bulbs or strip lights, electrical fuses, distribution boxes, keys, locks, resident or third party engineer or technician call outs, on-site repairs, bulb, fuse replacement, resetting MCB, RCD, MCBO trips, lead crystal glassware, burn holes, heat or freezing damage caused by neglect, power outage, inclement weather damage, any electronic audio visual equipment, heat damage, cuts to fabrics, damage to aluminium hire items or aluminium parts, all hired items transported by customers own onward transport or movement by their porters or their client's employees, contamination and damage caused by vermin, candle wax, coloured dyes, chewing gum, broken plastic, resin, or wood furniture legs, wooden tables, china, glass or stoneware 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, vintage hire items, and china not packed as delivered), 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 any damage or loss during customers own transport or movement. The Hirer expressly agrees by default to lodge a second deferred deposit to cover any damage or loss whilst the company's property is in the custody and control of the hirer and or, if the company's property is being transported (without sight of a valid or current insurance certificate confirming cover new for old to the beneficiary of the lost or damaged hired items) by the Hirer or their agent's own transport. Any and all broken hired items must be returned, or replacement value and shipping charges will be deducted from your deferred deposit. ADW does not cover damage from stacking items, negligence, water damage, dishwasher or chemical damage, seawater or sand contamination, patio heater equipment damaged from movement with gas bottles still fitted and connected 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 is safe and secure. By entering into a contract to hire you do so on the understanding that you treat the hired items as your own and cover any or all losses either yourself or via your own insurance policy. Our hire charges represent a fraction of the value of the hired goods. Replacement items will be charged for new for old, and not indemnity. The hirer must ensure hire items which are used in conjunction with water i.e., dishwashers, combination ovens and similar items are not used or stored in sub-zero temperatures or damp conditions otherwise damage to pumps, pipes and electronic circuit boards will occur rendering them defective and in need of spares and engineer call out, none of which are covered by ADW. Any single phase or three phase oven or cooker Rational™ or Convotherm™ must be kept switched on and power up on standby twenty-four hours a day whilst stored or used in marquees or outside spaces to avoid globules of water from damp environments running over circuit boards. 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 racks and jacks as designed for transport. China plates, tea pots, coffee pots, teacups, coffee cups, bowls, saucers, jugs, and glasses stacked on top of each other vertically will break during transportation and will be charged for replacement cost. Plates should be returned in their hired heavy-duty boxes, vertical, on their rims.

Any subsequent damage after delivery to generators, SMC TL90 and Trime lighting towers, all light bulbs, LED, incandescent or metal halide lamps, trailer jockey wheels, trailer stabiliser legs, stabiliser clamps, trailer lights, lenses, trailer wires, towing plugs, damage from wind, trees, branches, power lines, or toppling after hire contracts have commenced and been delivered, are all excluded from ADW cover.

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 in a few hours. Linen and other items damaged by mildew, cigarettes, candle burns, hot cooking utensils, coloured dyes or foodstuffs will be charged to the hirer at replacement item cost. The salvage can be collected from the laundry or our head office within fourteen days, after which time the salvage will be scrapped.

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.

**Generator Quotes** – The Company hires reliable temporary event generators as requested. **Like for Like** quotes can be provided on demand on receipt of quote for price matching. The Company provides quotes for generators from information received. The Company does not provide cheaper 'building site' generators that regularly breakdown, create smoke, are very noisy. Clients that request a specific size generator will be quoted the nearest size available for their event date. The Company will add to their quote a **Distro Pack** which is plugged in to the generator consisting of a 10m - 15m main power cable from the generator to a **Distribution Box**, to which other 16amp **CEE Form** cables can be plugged in to that box to power appliances or devices.

The Company's' quote does not include free site visits or calculations of cabling infrastructure between the main distribution box and the locations within a **Site Plan**. The supply and configuration of cables to appliances is not included in a generator quote unless specifically requested from shared information. The

Company can advise, and or supply CEE Form cables to provide power to designated locations in or around the event site. The Company can provide to the client a **Power Calculator** to list all their power connections/appliances requiring power from the distribution box included in a Distro Pack. The Company provides a variety of bespoke distribution boxes which have various advantages when calculating electrical loads and cabling to areas around the event site. The correct choice of distribution boxes will depend on the **Power Calculator** and the **Site Plan** shared to the Company. A Site Plan should have estimated distances and measurements of structures and points where cables are required to supply power. The delivery of a temporary power generator, distro pack and any other cables is to a single drop off point. All cables will be wound up into convenient coils using renewable multi-use cable ties on smaller cables and heavy-duty cam straps on main power cables. The collection of a temporary event generator, distro pack and any other cables and equipment is from a single collection point. All cables must be coiled up as delivered using the cable ties and straps provided on delivery. The time taken to de-rig and coil cables can be time consuming for a tachographed driver to provide without an notice '**On Demand**'. The on-site time difference between delivery and collection will be charged post event at the rates advertised on this page.

**Damaged Hire Items —Festivals, Group Events, Event Crew** Any hire items (specifically patio heaters and ovens) damaged by onward transport from our tail-lift delivery by the Hirer, their Agent, or during collection by a third-party vehicle will have the repairs or replacement item invoiced at replacement cost plus commissioning the appliance or item, post event from the deferred deposit. Movement of hire items by event crew, machine, crane, forklift, trailer, tractor, 4x4, aeroplane or any other mechanical steam or fuel driven device is strictly excluded from an ADW fee and should be covered by the Hirer's insurance or their Agent's insurance policy. Damage caused by movement by third party vehicles or hire Event Crew persons will be repaired or charged at full replacement parts cost and labour. The onus is on the Hirer to ensure Event Crew sympathetically treat hired equipment and take notice of advice and notices sent by the hire company, especially for patio heaters and lighting towers. Any hire item higher than 1.5m will be top heavy and should be moved with two persons to avoid damage.

**Description of Service and Hire** The contract, proforma, estimate or invoice description is absolute and may not be overridden by any previous conversations or requests not listed on the document. The last electronic proforma and the contents thereof are absolute, it is your responsibility to check our interpretation of you request is correct. There is no labour time included in any hire item cost over and above loading off, or on the delivery or collection vehicle tail lift under any circumstances. All delivery and collections are off and on the tail lift by labour supplied by the Hirer. Additional time required to carry out any Hirer's requests omitted from the hire document is chargeable. Please call our office during office hours for additional prices or read the Delivery Terms sent prior to Delivery. Deliveries and Collections are subsidised by the hire revenue on your hire contract or proforma invoice. Delivery and Collection rounds are pre-programmed, loaded and committed to the day prior to a Transport Service if available, be it collection or delivery. Alterations to Transport less than twenty-four hours prior to that service will exhaust that subsidised service and a new transport charge will be added and charged Post Event to cover reorganisation of delivery or collection routes.

**Payment** The FULL order price plus a deposit must be paid prior to delivery. The sooner the order is paid for, the quicker we can confirm stock availability and allocate the stock items to your order. Stock allocation listed on proformas, or quotes will be Confirmed when paid for in full. You can secure your order with a payment made by credit card, debit card or bank transfer - see bank payment details at the foot of your proforma invoice. For advance orders where a booking deposit has been made the balance is due no later than fourteen days prior to the event date. We do not accept cheque payments for event dates less than thirty days away. Monies owed from temporary or pre-arranged credit accounts must be paid within seven days of the event date unless otherwise stated. Failure to clear a credit account within these payment terms will attract a late

payment surcharge of 2.95% per month or part thereof. Credit Account facilities are granted on the basis that the level and frequency justify the requirement. References and Company's House health checks will be made periodically.

In the event of any default of payment, the Hirer will be charged 2.95% per month or part thereof, All and any costs incurred in respect of recovery - including solicitors and any other legal fees that may be accrued will be claimed.

**Force Majeure** We cannot accept liability or pay compensation where the "performance or, prompt performance, of our contractual obligations is prevented or affected by circumstances amounting to Force Majeure". Such events may include but are not limited to war or threat of war, riots, civil strife, terrorist activity, industrial action, natural or nuclear activity, wet or windy weather conditions, fire, pandemics or any events "outside our control" including hire customers not returning equipment, or equipment being damaged, lost or stolen, which is advanced booked to other hire customers.

Any information or advice given to clients is strictly an opinion of that person in lieu of data sheets or printed material from manufacturers or governing regulations. Engineers, Warehouse, driving staff are engaged by the Company to carry specific tasks within their departments. No liability will be accepted by the company for any information given on demand which may not be accurate. Drivers are employed to deliver and collect equipment for the Company as presented or received at the vehicle tail-lift. Any acts of hostility, threatening behaviour or aggressive nature directed at the driver as a result of refusing to porter hired equipment to or from the tail-lift, will be treated as a refusal to accept or return hired good. The driver will leave immediately. Any conversations with the Company staff not connected with hired goods or the service the company's service is done so on the strict understanding that the Company will not be held responsible for any misunderstandings, incorrect information, remarks or suggestions. Any work, assistance, conversations, information, racial or minority accusations of prejudice as a result of refusal to comply with demands will not have been authorised by the Company. All content of conversations will be strictly between the person and member of staff and without authority of the Company and the Company will not accept liability for any claims.

**Outside Covid-19 or Pandemic Cancellation Rights** Payment by Credit Card, Debit Card, BACS, or issuing an Order Number is confirmation that hire equipment and services have been purchased. Clients that do not have an authorised Credit Account may issue an order number to provisionally prepare for their event to our loading bay. Updating our stock systems excludes those confirmed equipment items or services for other clients to book during your hire period. Issuing an Order Number or payment is confirmation that you are liable to pay for the hire items regardless of whether or not your event proceeds unless you have hired a venue which has to close due to Government Guidelines. If you delay confirming your hire order until a few days prior to your event, you run the risk of finding items out of stock. If you decide to cancel please do so in writing following up with a telephone call during office hours. If cash or account customers cancel the same day you confirmed or paid, we will refund 50% of the hire and or extended hire charges, 100% transport charges, 100% fuel charges, 100% wash up charges, 100% ADW. If you cancel giving more than thirty clear working days' notice we will refund 25% of your hire and extended hire charges and 100% transport charges, 100% fuel charges, 100% wash up charges, 100% ADW. If you cancel less than thirty working days from your event date, we will refund 0% of hire and extended hire charges, 50% transport charges, 100% fuel charges, 100% wash up charges, 100% ADW. If you cancel following your confirmation and then give less than 7 working days' notice, no refund will be made for our standard seventy-two-hour period hire charges and fifty percent of extended hire charges would be refunded.

Full tanks and canisters of liquid Propane Gas (LPG), jerry cans of diesel, kerosene or petrol or fuel tank refills are supplied at 'Forecourt or Pump Prices' plus 50% mark up to cover costs, or 'Fuel Box™' prices plus 5% or 20% vat depending on the service provided, whichever more practical, cost effective to the Company, or

immediately available. Any customer collected unopened fuel containers or canisters are credited at half the invoiced price. Canisters, cans, or bulk fuel supplies delivered by the Company and subsequently collected unopened or unused will be credited twenty five percent of the initial cost. Unused quantities of road fuel diesel or fuel mixed with anti-fungal additives in generators above 10kVA are credited at invoiced twenty five percent of invoiced cost. Any hirer having filled a generator, heater, or Lighting Tower with third party fuel, and or 'canned fuel', will be dipped for water contamination and mould, the fuel tank pumped out and new filters will be fitted. The cost of pumping and changing filters charged to the client's deferred deposit. Any mechanical devices that are delivered with fuel in their on-board tanks will be costed as above and added to the Deferred Deposit amount listed on your Proforma PDF and as listed in the body of the electronic communication carrying that PDF. Current liquid energy prices are available by searching the public domain for fuel, gas, petrol, kerosene, diesel, 'Fuel Box™' or by call during office hours for up to date prices or referring to your quote. Liquid un-pressurised fuel is either purchased at a road fuel Service Station or from bunded fuel storage bunkers whichever is the most convenient en route back to our base. The onus is on the hirer to understand, research, or hire a person or persons with sufficient knowledge to use safely any hire item using LPG, Petrol or Diesel hired items supplied by the Company.

**Coronavirus, Lockdown Cancellation, Tier 1,2,3,4,5Covid-19** If you cancel a hire contract due to a new government law stopping you from using the equipment, you may request a postponement or cancel under the following terms:- A postponement administration cost of one hundred and fifty pounds plus vat against full amount paid towards event to a future date after 12 months from the postponement date. A cancellation request after a change in tiers, local lockdown or national lockdown will also be considered and subject to one hundred- and fifty-pounds administration fee for booking, plus sixty pounds administration fee to refund, issue credit notes, BACS or Card refunds. Card processing charges of three percent on the payment transaction and three percent on the refund transaction will be charged as a result of any cancellation. If you cancel giving more than seven full working days' notice of your event date after a new law or government restriction has been announced we will credit fifty percent of both delivery and collection transport charges, 50% of any fuel charges, and 50% of hire item charges, less the appropriate administration and card processing charges. If you cancel under seven full working days' notice of your delivery date after a new law or government restriction has been announced, the hire items would have been picked, tested, in the loading bay or on the delivery vehicle. Under seven working day after a new law or government restriction has been announced, we will make the above appropriate refund or Credit Note, we will retain seventy five percent of delivery charges and charge a restocking fee of fifty pence per kilo volumetric order weight or fifty pounds whichever the greater in addition. Hire contracts that have been paid with extended hire periods of less than a month may be refunded, or credit notes applied on the same basis above for only the period remaining of the extended hire. We do not operate or offer an 'off hire' service or contract unless specifically requested and agreed in writing prior to contract. We hold the Hirer to Strict Proof of an 'off hire' agreement. The proportion of any pre-booked or pre-paid remaining extended period after an 'off hire' request has been received is calculated after whole periods of seventy-two hours, five days, seven days, twenty-eight days and month periods are calculated. If the whole period calculates that a discount of twenty five percent or more was offered and accepted, no refund will be made unless the Company has agreed to operate an 'off hire' scheme or agreement in writing. The remaining period excluding the day of collection and excluding the initial seventy-two hour or one-to-seven-day hire period including the day of collection. One working day thereafter is not refundable after those periods have elapsed. Authorised Refunds or Credit Notes will be processed or advised within twenty-eight working days of the return of your entire hire contract and or after confirmation of your cancellation. The Company will decide how monies are applied whether Credit Note or Cash Refund. The hourly cost of collection transport of an early terminated hire contracts is charged against any Refund or Credit Note at the hourly rate of fifty pounds per driving hour and per person, plus seventy-five pence per mile travelled (plus ULEZ and Congestion Zone charges) from our main distribution centre or head office whichever the nearest. All deliveries or Collections

are 'off the tail lift' or 'on the tail lift' unless otherwise agreed in writing. Please contact our office by email if you require confirmation on our cancellation terms whilst operating under Covid-19 directives.

## **Mandatory Delivery & Collection Terms**

**Dear {{Customer Name}}**

**Hire Contract No {{000000}}** is being programmed into our multi-drop delivery and collection rounds as we speak. Please check your hire contract to ensure that the telephone number(s) {{0123456789}} and {{0123456789}} are correct.

Our driver will SMS your venue contact number with a Tom Tom Sat Nav ETA +/- traffic delays when he/she leaves their previous client. The weight of your order is {{weight of order}}kgs

**Delivery** - we are currently scheduling your delivery on {{Delivery Day & Date}} {{Std}}

**Collection** - earliest \*{{Collection Day}} {{Std}}, subject to available tachograph driving hours and congestion delays on the day.

**Standard Anytime Delivery** = Std. Delivery 07.00 - 21.00hrs Mon – Fri, includes 10 minutes of driver's time at the vehicle delivery point. The delivery is strictly "off the van tail-lift" on flat level ground in towns and cities.

**Transport Service** – Our standard Delivery and Collection service does not include any Portering or Installation Services within the 10 free minutes included in a Std. Delivery 07.00 - 21.00hrs Mon – Fri.

The weight of your order is {{Weight of Order}}kgs, you need organise sufficient labour on-site, or at the delivery point, to take your hired items from the delivery van tail-lift. The driver will give you an itemised copy of the hire items delivered. Please retain that **Customer Copy** and refer to it when preparing and repacking your hire items ready for collection.

**Additional Charges** for Portering will be made post event if during the delivery or collection hired items have to be Portered from, or to the vehicle tail-lift, either by request, demand, or under duress. Full details of charges can be found here <https://www.outside-catering-hire.co.uk/viewdetail.php?recordID=1473>

**Customer Set Up** - We recommend your connections to LPG or Electrical hired items is completed on {{Day before Event Day}} {{Std}} or early the following day. Connection is the responsibility of the Hirer, as is movement of hired equipment anywhere other than from the delivery point "off the tail-lift". If you move hired equipment with gas bottles and gas pipes still attached, or heaters with gas bottles inside still attached, damage or explosion can occur. Post event charges will apply as a result – see T&Cs on website for further details.

**Upgrade Delivery**- You can request to pre-book an \*upgrade to narrow down a delivery or collection slot, either during Office Hours, AM, PM, Time Specific, or within or 60 minutes either side of a nominated time. Full details of charges can be found here <https://www.outside-catering-hire.co.uk/viewdetail.php?recordID=1473>

**Upgrade Porters** - If you require hired equipment to be carried, Porters may be hired directly from Pinnacle Crew or Aussie Man & Van to assist you in unloading and loading by calling their Logistics Team at least 5 working days in advance of your {{Delivery Day}} {{Std}} delivery day or {{collection Day}} {{Std}} collection day.

**Driver's Remuneration** – Directly employed Agency Drivers, or Self-Employed contractors, are paid per job, subject to instructions on their Delivery Ticket {{00000}}, you also receive a Customer Copy. Subsequent and additional customer requests outside of the drivers' job ticket remit are solely the decision, and at discretion of the driver which depends on his/her workload, other timed transport commitments, and remaining tachographed driving hours. The company will collect any additional services and fees on their behalf post event.

**Standard Collections** - are under the same terms of a **Standard Delivery** above. Please check off returned hire items from the delivery copy left with you ensuring any hired crockery and cutlery is packed safely in the hire boxes and hired glass stacking racks provided. The driver will count boxes, racks and large items, they are not engaged to count cutlery, china or glasses.

Contact Person for {{Venue Same as Billing}}

Venue Telephone Number {{0123456789}}

**Breakages** - In the unlikely event that a hire item gets broken, please call our office on 03333 442062 for a

breakage returns box to be sent out on {{Collection Day}} {{Std}} with the collection driver.

\* Collection days may vary subject to workloads and traffic conditions generally after a Bank Holiday weekend. On that rare occasion SMS collection updates will be given 24hrs prior.

**\*\*Premium Upgrades** - Weekend or Bank Holiday collections are available if pre-booked.

Please note our quotes are based on ground level delivery and collections. Van deliveries must remain on a hard standing road surface unless Trackway is provided to drive on and turn around. Time spent queuing to enter or exit event spaces, register at security check points, Covid testing, or waiting for Porters, is chargeable post event in 15 minute increments.

**4x4 Off Road** - Please pre-warn our logistics department if you wish to request an off-road 4x4 delivery or collection vehicle for **Generators, Fridge or Freezer Trailers**, well in advance of your event. Please also note; off road terrain becomes progressively muddier as more traffic accesses or egresses. 4x4 vehicles are not hired to drive through waterlogged or muddy fields unless the Hirer accepts responsibility for supplying [free and prompt] additional recovery assistance and a post event vehicle wash

**Lifts or Stairs** – will strictly require an upgraded delivery, collection and porter service. Disclose comprehensive and accurate details via email, prior to any delivery or collection. We can make a judgement and Risk Assessment under our Health and Safety at Work policy. Lifts and stairs are excluded from any standard delivery or collection. If hired items need to be repatriated without prior disclosure, post event charges will be applied.

**Use of CCTV Recording** – Delivery vans are fitted with CCTV for our drivers' safety and security.

Kind Regards

{{Website}}

Tel 03333 442062

**Customer Self Collection Terms** Collection is available from our main distribution warehouse Unit 14, Bordon Trading Estate, Old Station Way, Hampshire GU35 9HH.

Customer collection hours are strictly between 10.00am – 12.00pm and 14.00hrs – 16.00hrs Monday – Friday. Customer drop back are under the same terms as the collection.

Collection Driver Identification is required - Current Driving License + Utility Bill of less than 90 days.

Booking a collection time is mandatory by calling 03333 44 2062, if you arrive early or late you will have to wait until other customers have been served and we have a member of staff available.

Our site is a full PPE site, with forklift trucks operating, you will need full PPE to enter the curtilage. Customers cannot enter our warehouse or offices during the Covid-19 pandemic or at any other time.

Please allow up to one hour to access your order during high season.

In order to preserve the appearance and integrity of our hired equipment you will be required to email a Method Statement for high value or multiple items and appliances. Alternatively, your collection driver will be asked a few short questions on the method he/she will use to secure our hired equipment in their vehicle. If the proposed method is likely to cause damage to our equipment or injury to others, our staff will be offered (see labour rates) to comply with our Duty of Care and Duty to Mitigate any losses as a result of damaged equipment.

Your collection vehicle requirements for items heavier than 40kgs will be :-

1. Extra High Top Luton van; for patio heaters and upright fridges only.
2. Vehicle with Tail-Lift or your own lifting capabilities for items over 40kgs
3. Vehicle must have Cargo Locking, Shoring Poles, Cam Straps, Padding, and Ratchet Straps with a maximum of 1,000kgs breaking strain.
4. If your collection driver arrives with ratchet straps rated over 1,000kgs the hired equipment will not be released until the correct or sympathetic strapping is available to be used.
5. Hired appliance equipment cannot be laid horizontal and hired items with glass panels fitted requires several layers of foam or fabric padding before being released. Your driver will have to produce padding on arrival.

Please Note – The Deposit you are required to lodge against the hire of our equipment will be increased dependent on the replacement value of the equipment hired. An increased Deposit starts at £1,000 or 25% of the replacement value whichever the greater, by way of a BACS payment during the hours 09.00hrs – 16.00hrs Monday – Friday. Any additional 'on demand' equipment, boxes, crates, straps, labour or padding will be charged for Post Event from either a Deferred Deposit or BACS transfer deposit.

Generator and Fridge Trailer hires you will be required to produce a Goods in Transit insurance policy which covers New for Old, not Indemnity.

Please ensure that you comply with the above conditions. No equipment will be released from our Sunday collections are minimum 4 hours labour, please ask for the current Sunday rate.

Please be aware that damaged stainless-steel panels on appliances render the appliance un-hirable in many customer environments.

Damaged casters, damaged power cables, scratched paintwork all have parts and labour costs attached to the repairs which will be charged to your Deposit or Deferred Deposit.

Hire Company staff that are engaged in loading or unloading of hired equipment are charged out at an "On Demand" labour rate of £39.00 + vat for 1 – 15 minute increments Monday – Friday and £75.00 + vat on Saturday morning. Sunday collections require a standby member of staff to drive to the depot from home.

**Complaints Procedure** If you have any complaint regarding our refund policy, please do bear in mind that we staff an office to answer questions and give advice, to take orders, and we also staff an office to calculate and process refunds if requested. Twice the work is required and twice the bank or credit card charges. Hired items have to be restocked, fuel products put back into safe storage or pumped out of appliances in order to be safely stored. If you postpone an event, we will be happy to accommodate you again the following season. I understand the CMA have recommended guidelines for venues to follow. Those guidelines do not dictate how we run our business, the costs of running the same with delivery vehicles, warehouse staff and an office of administration staff, verses a static building with a small group of staff overseeing a varying number of guests. The difference between a venue that charges ten to one hundred thousand pounds to hire for 24 hours, and our business that operates on small net margins from small value orders is chalk and cheese. Our approach to complaints is simple, in that our objective is "satisfied customers". If you have any reason for complaint about our products, services, website or in fact anything to do with Outside Catering Hire, then we hope you will contact us.

We will respond to you as soon as possible, no later than 14 working days. In the event of further investigation, we will reply with a definitive response within 28 working days. After delivery any missing, faulty or broken items must be reported immediately by phone and backed up by SMS or email within 8 hours of delivery. Thereafter, we are unable to entertain any claims. Our aim is a top-class service any help you can suggest improving our service would be gratefully received. All hired items have been checked prior to dispatch. Should you experience any problem, or you need advice on any hired item please call our office number for the current on call person. No claims post event will be considered unless you have strict proof of contact with our on-call personnel. The Company operates CCTV High-Definition cameras on their vehicles, inside and outside their warehouses. Any claims or complaints that equipment hasn't functioned correctly will be tested under HD CCTV. The resulting footage will be made available to view or copy onto a 512gb SD card supplied by the hirer or client for a limited period of 14 days, after which time the data will be overwritten and lost. Any customers that wish to query our refund algorithm are welcome to engage a forensic accountant at their own cost to establish or confirm more accurate costs.

Telephone calls are recorded for reference and training purposes.



Your contract is with Christian Faversham Ltd, all other domain or trading names are owned by Christian Faversham Ltd.

**Emergency Assistance** If you are able to obtain an emergency line of credit, the Hirer Expressly agrees to remunerate the Company Christian Faversham Ltd for Equipment hire, Event Kitchens, Marquee hire Event Catering or any other hire or purchase item in their personal capacity unless their employer or their Company confirms electronically, 1. by email or via 2. a website Contact Us page, that their Company or employer agrees to discharge all transport, fuel, labour and hire charges. An order reference number accompanying the Companies House registration number with the name of their bursar or accountant must be included in the initial request and in all correspondence in order to exclude and rescind their personal liability and responsibility of the debt.

**Photo & Title Disclaimer** Photographs shown are the best match available for our inventory. Actual items may not be identical to images and colours may vary. If your hire item needs are colour specific please contact us to confirm the same. The title description as appears on your quote is absolute and overrides colour variance and or size variance. If your hire items need to be colour specific or size specific, those requests in writing are required as a secondary request in order to work in conjunction with our primary or title descriptions.

**Driver Overrun Rates** – charged post event for delays either on delivery or collection, porter work on demand, or repatriation of hired equipment.

Driver Over-Run, Porter, Install & De-Rig Rates Weekday 11 – 30 Minutes £39.00 + vat Weekday 31 – 60 Minutes £79.00 + vat Saturday 11 – 30 Minutes £79.00 + vat Saturday 31 – 60 Minutes £159.00 + vat Sunday & Bank Holiday 11 – 30 Minutes £99.00 + vat Sunday & Bank Holiday 31 – 60 Minutes £159.00 + vat Stairs & Lifts above time costs plus £50.00 Parking Fines for 'On Demand' service in additional to above. Failed Delivery or Collections due to non-attendance or non-availability to unload or load is charged for second or subsequent journeys to and fro at the rate of £55.00 + vat per hour being the cost to run a light commercial van, driver's wages, fuel, etc.

Rational & Appliance Engineer Rates – Office Hours £125.00 + vat, Outside Office Hours £197.50 + vat. On-Site labour Office Hours £89.00 + vat per hour, On-site labour rates outside office hours £139.50 + vat. Travel/Mileage 70p + vat per mile travelled.

*Telephone calls may be recorded for training and security purposes.*

(E&OE) Errors and Omissions Accepted