

TERMS & CONDITIONS OF HIRE

PLEASE READ THESE TERMS & CONDITIONS OF HIRE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS & CONDITIONS AND YOUR WRITTEN CONFIRMATION OF YOUR ORDER FOR FUTURE REFERENCE.

1. Definitions

1.1. In these Conditions: -

"we", "us" and "our" means Whittlesey Catering Hire Limited of 6 Morley Court, Shrewsbury Avenue, Peterborough, PE2 7EP, its employees and agents, its successors and includes any business or other person to whom we may transfer our rights to under these terms and conditions;

"you" and "your" means the person or business who hires or agrees to hire the Equipment from us;

"Commencement of Hire" means the dates referred to in clauses 4.1 and 4.2;

"Daily Hire Charge" means the daily charge for the hire of the Equipment including delivery, collection, excluding VAT as specified on the Invoice;

"Equipment" means the articles which you agree to hire from us including packaging;

"Hire Charge" means the charge for the hire of the equipment including delivery, collection, excluding VAT as specified on the Invoice;

"Hire Period" means the period of time between the date and the return date specified on the Invoice;

"Invoice" means the form to which these terms and conditions are appended.

2. Formation of the contract

2.1. These terms of hire apply to all Equipment hired by you from us.

2.2. No contract exists between you and us for the hire of the Equipment until we have received and accepted your order and sent you confirmation in writing or by email to the address or email address you have given. Once we have sent you written confirmation, there is a binding legal contract between us.

2.3. The contract is subject to your right of cancellation (see below).

3. Hire

We agree to hire to you the Equipment for the Hire Period and at the Hire Charge as stated in the Invoice subject to these terms and conditions.

4. Commencement of Hire

4.1. Where the Equipment is to be delivered to you the hiring of the Equipment will commence on the date on which the Equipment is delivered to you.

4.2. Where the Equipment is due to be collected by you from us or our agent the hire of the Equipment shall commence on the date it is collected from us or the date agreed for collection (whichever is the earlier).

4.3. We will prepare an equipment delivery and acceptance form, which will specify the details of Equipment. At the time of delivery by us or collection by you of the Equipment the form shall be signed by you or by a person authorised on your behalf, whose signature shall constitute your acceptance of the Equipment.

5. Descriptions and Hire Charges

5.1. The description and hire charges of the Equipment you order will be as shown in our current brochure at the time you place your order.

5.2. The Equipment is subject to availability. If on receipt of your order the Equipment you have ordered are not available in stock, we will inform you as soon as possible, and refund or recredit you for any sum that has been paid by you for the hire.

5.3. Every effort is made to ensure that hire charges shown in our current catalogue are accurate at the time you place your order. If an error is found, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, we will refund or recredit you for any sum that has been paid by you for the hire.

5.4. You will pay to us a deposit in advance. We will be entitled to retain the deposit if you terminate the hire in accordance with clause 18, 10.4 and 10.5 and/or to cover any loss, damage, breakages charges as stipulated in our catalogue and continuation payments as defined in clause 20. The deposit will be returned to you by post within thirty (30) days after the Equipment is returned and checked.

5.5. You will pay to us the Hire Charge stated in the Invoice on the date stated. The Hire Charge is exclusive of VAT, which shall be due at the rate ruling on the day the order is placed.

5.6. We shall be entitled to withhold delivery/collection of the Equipment if you fail to pay the deposit and/or the Hire Charge when due.

5.7. Any additional charges stated in these terms and conditions shall be due within twenty eight (28) days of the date of the invoice. Time for payment shall be of the essence.

5.8. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Barclays Bank PLC base rate from time to time in force and shall

accrue at such a rate after as well as before any judgment. However, where you are dealing as a consumer the applicable rate shall be 2% above Barclays Bank PLC base rate from time to time in force.

6. Payment

We accept payment by cash, BACS, cheque (Bankers Card), credit or debit cards.

7. Delivery/Collection

- 7.1. You will be required to pay a delivery/collection charge, as shown on your Invoice.
- 7.2. The Equipment you order will be delivered to and collected from the address you give when you place your order, except that deliveries are not made outside the United Kingdom. Alternatively, you can arrange to collect the Equipment from us.
- 7.3. If delivery/collection cannot be made to or from your address, we will inform you as soon as possible, and refund you for any sum that has been paid by you for delivery/collection.
- 7.4. If there is no one at the address to accept delivery of the Equipment, you will be notified of an alternative delivery date, time or place to collect the Equipment. You may be charged an additional fee for delivery, travel expense and waiting time if this occurs. If there is no one at the address to accept delivery on the alternative delivery date you will still incur the Hire Charge plus VAT.
- 7.5. Every effort will be made to deliver the Equipment or make it available for collection on the Commencement of Hire. However, we will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery. We will inform you of the delay as soon as possible.
- 7.6. If you arrange to collect the Equipment but fail to do so at the Commencement of Hire you will still incur the Hire Charge plus VAT.

8. Defective Equipment

- 8.1. On delivery or collection you shall inspect the Equipment and will inform us of any defects as soon as possible. If requested by us you shall return the Equipment to us for inspection.
- 8.2. If we agree that the Equipment is not functioning properly, we shall use our reasonable endeavours (but shall not be bound) to provide a suitable replacement item or items from our stock, and shall credit you with such an amount we consider appropriate.
- 8.3. Subject to the above, we accept no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by you or any third person save where this was due to negligence or a material breach of contract on our part. However, nothing shall exclude or restrict our liability for death or personal injury arising out of our, our servants' or agents' negligence.

9. Use

- 9.1. The Equipment shall be under your control during the Hire Period or until returned to us. You shall ensure that the Equipment is used safely and without risk to health, is used by competent operators, and is not used for any purpose for which it is not designed.
- 9.2. You must make sure that you keep the Equipment safe and secure and protected from the weather.
- 9.3. Unless we otherwise agree in writing, all Equipment hired must be for indoor use only.

10. Your right of Cancellation/Reduction of Order

- 10.1. You have the right to cancel the hire at any time up to the end of seven (7) working days after the day your order was made. A working day is any day other than weekends and bank or other public holidays.
- 10.2. To exercise your right of cancellation, you must give us written notice by hand, post, fax or email to: Whittlesey Catering Hire Limited, 15 Springwater Business Park, Station Road, Whittlesey, Peterborough PE7 2EU, fax number 01733 203491 or email wch@cateringhireuk.com
- 10.3. Any notice sent by email will be deemed to be received by 9am on the first working day following its arrival in our inbox.
- 10.4. Subject to clauses 10.1 and 10.2, we will return all money paid by you within thirty (30) days of the date the notice of cancellation is given by you.
- 10.5. Please note that where the commencement of Hire takes place before the seven (7) working day period has elapsed, you will be deemed, on that date, to have waived your right to cancel under clause 10.1.
- 10.6. Should you wish to cancel the contract after the end of seven (7) working days after the day your order was made then, save where we are in material breach of contract, you shall be liable to pay the Hire Charge + VAT in full.
- 10.7. Should you wish to reduce your order after the 7 day cooling off period you may do so. The Hire Charge will be reduced accordingly and you must pay us any reasonable costs and expenses we have incurred due to your amendment of the order. However, should you wish to reduce your order during the five working days prior to the Commencement of the Hire you shall be liable to pay the Hire Charge in full.
- 10.8. No hire may be cancelled by you after Commencement of the Hire save where we are responsible for a serious breach of contract.

11. Limitation of liability

- 11.1. Our liability in respect of any failure to provide any Equipment under this agreement shall be limited to the amount of the Hire Charge payable to us In respect of the period of such failure.
- 11.2. We shall not be liable for losses that were not foreseeable to both parties when the contract was formed nor for losses that were not caused by our negligence or material breach of contract, save as provided in 11.4.
- 11.3. Where you are dealing as a business, we shall not be liable for any pecuniary or consequential loss allegedly arising from any breach of this agreement by us. Consequential loss shall include business losses such as lost data, lost profits or business interruption.
- 11.4. Nothing in these Conditions shall exclude or restrict our liability for death or personal injury resulting from our negligence.

12. Insurance

You will be responsible for the safe-keeping of the Equipment from the Commencement of the Hire until it is returned to us. You should ensure that you are adequately insured against any theft damage or loss which may occur to the Equipment.

13. Indemnity

You shall indemnify us against all loss or damage caused to or by the Equipment save where this is caused by our negligence or our material breach of contract.

14. Return/Collection of Equipment

- 14.1. All Equipment shall be returned to us clean (except linen). If the Equipment is returned unclean we reserve the right to charge you for our reasonable costs and expenses incurred in cleaning the Equipment.
- 14.2. If any Equipment is returned damaged you will be charged a replacement cost as stipulated in our brochure.
- 14.3. You will not receive a refund for any Equipment returned unused.
- 14.4. All packaging containers must be returned. We shall charge a fee for each container not returned to us.
- 14.5. If we are collecting the Equipment, you must ensure all items are repackaged in the same containers as delivered and place all items in a single location. We shall charge an additional fee to cover reasonable costs/expenses if this is not achieved.

15. No sale etc

You shall not move the Equipment from the location specified on the invoice without first obtaining our written consent (such consent not to be unreasonably withheld). You shall keep the Equipment in your sole possession and shall not lend the Equipment or sublet it to any person or otherwise part with possession of it in any way. You acknowledge that the Equipment remains our property at all times and must not in any circumstances be sold or used as security. You shall not permit any lien to be created on the Equipment or pledge our credit for repairs to it.

16. Maintenance

We will maintain the Equipment at our expense and you shall when required by us, grant access to the Equipment for the purpose of inspecting it and carrying out any work of maintenance or repair.

17. Repairs

- 17.1. You must not repair or attempt to repair the Equipment in the event of damage or breakdown but must notify us immediately.
- 17.2. If the damage or breakdown has been caused by your fault or carelessness or your misuse of the Equipment, the repair will be at your expense.
- 17.3. In any case other than under clause 17.2 above the repair will be at our expense.
- 17.4. We may substitute other Equipment of a similar type or condition in lieu of repairing the Equipment without relieving you from responsibility for the cost of repair under clause 17.2 and without extending the Hire Period.
- 17.5. We may terminate the hiring by written notice to you at any time if in our sole opinion the Equipment is not worth repairing or cannot be repaired; in such event (except where clause 17.2 applies) we shall repay the Hire Charge for any outstanding period for which it has already been paid.
- 17.6. Nothing in this clause shall affect or diminish your liability for any breach of this agreement or render us liable to you for any resultant or consequential loss, damage or inconvenience.

18. Termination

- 18.1. This agreement and the hiring constituted by it shall without notice but at our option end, and you shall no longer be in possession of the Equipment with our consent, in any of the following circumstances: -
 - 18.1.1. a default by you in the payment of any money due under this agreement;

- 18.1.2. a material breach by you of any of the provisions of this agreement other than those relating to the payment of money;
- 18.2 Where you are dealing as a business the agreement and the hiring constituted by it shall be deemed to have terminated forthwith in any of the following circumstances:-
- 18.2.1. you presenting or allowing to be presented an application for an interim order or a petition for a bankruptcy order within the meaning of the Insolvency Act 1986 or allowing the levy of any distress or execution against you;
- 18.2.2 you entering into or attempting to enter into a composition with creditors or (in the case of a limited company) going into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved by us in writing;
- 18.2.3 a receiver or administrator being appointed in respect of your assets or any of them, or a meeting, whether formal or informal, being called of your creditors or any of them.

19. Consequences of termination

If the hiring of the Equipment is terminated under clause 18 above or if the hiring is terminated by your cancellation in contravention of clause 10.4 and 10.5 then you shall pay us: -

- 19.1. all arrears of the Hire Charge plus VAT;
- 19.2. damages for any breach of this agreement and all expenses and costs incurred by us in retaking possession of and re-hiring the Equipment or attempting to re-hire the Equipment and/ or enforcing our rights under this agreement.

20. Continuation payment

- 20.1. If you fail to return the Equipment on the return date, you will pay the Daily Hire Charge plus VAT for each day overdue.
- 20.2. This clause shall not confer upon you any right to the continued use or possession of the Equipment.

21. Varying these Terms and Conditions

- 21.1. We may vary these terms and conditions, including introducing new terms, changes to our charges and the Equipment we offer at our discretion by giving you at least thirty (30) days written notice.
- 21.2. You may cancel this agreement in accordance with clause 10.2 by giving us seven (7) days written notice if you do not like any variation. Any deposit shall be refunded in accordance with clause 10.3.

22. Data Protection

- 22.1. We will take all reasonable precautions to keep the details of your order and payment secure, but unless we are negligent, we will not be liable for unauthorised access to information supplied by you.
- 22.2. We will only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise. We would like to notify you of offers that may be of interest to you from time to time. If you would like to be contacted for marketing purposes or you wish to correct any information about you, or ask for information about you to be deleted then please notify us in writing at the address, fax number or email address shown in clause 10.2 above.

23. Contracts (Rights of Third Parties) ACT1999.

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

24. Governing Law

This Hire Agreement shall be governed by and construed in accordance with the Law of England.

NOTHING IN THESE CONDITIONS SHALL AFFECT YOUR STATUTORY RIGHT