

## Terms and Conditions of Hire from 88 Events Company Ltd – Effective April 2019

1. All orders are accepted subject to the following terms and conditions, which shall form part of and govern the contract of hire. Prospective hirers are therefore requested to make themselves familiar with same. In these terms and conditions the word “Owner” shall be deemed to refer to 88 Events Company Limited. The “Hirer” means the person, partnership, limited liability partnership or limited company. These conditions apply to the exclusion of other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2. The prices specified on the attached quotation(s) or a price list are for three days hire only, with goods being delivered one day prior to the event date and collected one day after the event. For weekend events, the hire period can be extended to five days at no extra cost. For longer hire periods please contact the Owner for a quotation.
3. The Owner will take every precaution to ensure that the equipment is clean and in satisfactory condition upon delivery.
4. Equipment should be checked by the Hirer, before use, and any defects should be reported immediately to the Owner. The Owner can be contacted on the following number: Phone (0141) 445 2288.
5. The hire contract shall continue until all hired equipment is received by the Owner, or is reported to the Owner as lost/broken/stolen/damaged. The risk of loss, theft, damage or destruction of the hire equipment shall pass to the Hirer on delivery of the hire equipment until such time as the hire equipment is collected by the Owner or returned to the Owner.
6. Under no circumstances should table linen or fabrics be returned to the Owner in a damp or wet condition as it can cause mildew. Damages arising from mildew, burns, torn material, ink, oils and candle wax will be charged for at full replacement cost. Please refer to Hire FAQ’s document for more information.
7. The Owner refuses to treat any items that have been used to wipe up or contain blood, vomit or any other non-consumable liquid/substance. The Hirer agrees not to return any such items, notify the Owner immediately and pay on demand the full replacement cost of any affected items as described in this clause.
8. All non-linen hire equipment must be returned to the Owner in a similar condition that it was hired out to the Hirer. Cutlery, charger plates, crockery and glassware must be returned rinsed clear of any food stuff or liquids. Under no circumstances should any item be rinsed in a dishwasher nor should scourers or abrasives be used on any hire equipment. Used candles (except reusable LED candles) should not be returned.
9. The Owner’s hire equipment is solely intended for indoor use only unless expressly agreed in writing beforehand. The Hirer agrees to pay for any damage to equipment or containers as a result of use and/or storage outside.
10. The Owner shall not accept any equipment that has been substituted for the hire equipment. The Owner reserves the right to dispose of any substituted equipment returned or any equipment returned in error within one month of the end of the hire period if it is not collected by the Hirer. The Owner shall charge the Hirer for all related costs and expenses.
11. The Hirer shall pay in respect of all equipment not returned, a sum equal to the standard replacement price of such equipment. Hire charges will not be taken into account in calculating the monies due under this clause. When the correct amount of items has not been returned with an order, the discrepancy is double checked by a second member of staff and the Owner agrees to notify the Hirer within five working days. The Owner’s resulting count is final. Current replacement charges can be requested from the Owner at any time.
12. The hire equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the hire equipment (save the right to possession and use under the terms of this contract). The Hirer shall use all reasonable endeavours to assist the Owner to resume possession of any equipment not returned.
13. The Hirer is wholly responsible for all hire equipment from time of delivery until the hire equipment has been returned by the Hirer or collected by the Owner. The Hirer is liable for damage to the hire equipment during transit (if collecting equipment from the Owner), or without prejudice to the generality, damage to the hire equipment caused by fire, theft, burglary, breakages or other losses arising for any other reason whatsoever. The Hirer must ensure safekeeping of equipment awaiting collection. The Owner recommends that the Hirer insure equipment whilst out on hire.

14. The Hirer shall take such steps as may be necessary to ensure so far as reasonably practicable, that the hire equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person.
15. The Hirer shall ensure that the hire equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with the operating instructions. The hire equipment should not be used for any unlawful purpose.
16. A minimum transport charge of £30.00 (exclusive of VAT) for delivery and removal will be made for each delivery within a twenty-mile radius of the Owners depot during normal business hours. For deliveries in excess of twenty miles, the Hirer shall contact the Owner for a quotation. All deliveries of equipment will be made to the nearest point of discharge at the Hirer's premises or third party delivery address. A labour charge will be made for further sub-deliveries or additional collections or for setting up or dismantling equipment, or for tracing shortages. Courier companies and drivers employed or sub-contracted by the Owner are not authorised to check or count goods save for the number of containers they are due to collect.
17. The Owner shall not be liable for delay in delivery of the hire equipment that is caused by a Force Majeure Event (defined in clause 18) or the Hirer's failure to provide the Owner with adequate delivery instructions or any other instructions that are relevant to the hire of the hire equipment.
18. The Owner shall not be liable for any failure or delay in performing its obligations under the hire contract to the extent such failure is caused by a Force Majeure Events. A Force Majeure Event means any event beyond the Owner's control, which by its nature could not have been foreseen, or, if it could have been, was unavoidable, including strikes, lock-outs, or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, breakdown of plant or machinery, storms, fires, floods, extreme adverse weather conditions, or default by suppliers or subcontractors.
19. **Payment Terms:** For non-account holders, 30% non-refundable deposit is required on confirmation of order. The 70% balance payment is due no later than fourteen days prior to despatch. Orders that are confirmed less than 4 weeks prior to the hire date must be paid in full upon order confirmation. Payment can be made by debit/credit card or BACS transfer. The Owner reserves the right to charge a 2.5% fee when the Hirer pays using a commercial or corporate credit card as per The Owner's statutory rights under The Consumer Rights (Payment Surcharges) Regulations 2012. The Owner will not accept pre-payment by cheque nor accept cash amounts in excess of £500.
20. **Security Deposit:** Non-account holders must lodge a refundable security deposit to cover losses or damages. The security deposit is 10% of the total order value or £100 whichever is greater. Should the Hirer wish to collect and return the order in person or engage a 3<sup>rd</sup> party to do same, a 50% refundable security deposit will apply. The security deposit is returned within 10 working days once all goods have been returned to the Owner. Should charges for missing or damaged equipment exceed the value of the security deposit, an invoice will be sent and is payable on demand. When the Hirer pays by credit card they authorise the Owner to charge their card to cover any additional charges not covered by the security deposit.
21. No refunds shall be given to the Hirer at the end of the hire, on the grounds that some or all of the equipment was not used.
22. All payments to be made to the Owner under this contract shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.
23. Trade references must be supplied for Credit Accounts. All invoices charged to account holders must be settled net 30 Days. Accounts not paid within this period will be deemed overdue. If the Hirer fails to make any payment due to the Owner under the contract by the due date for payment, then the Hirer shall pay interest on the overdue amount at the rate of 5% per annum above – the Bank of England's Base Rate from time to time. Such interests shall accrue on a daily basis and be compounded quarterly from the due date until actual payment of the overdue amount, whether before or after judgement. The Hirer shall pay the interest together with the overdue amount. Notwithstanding the aforesaid terms of this clause, the Owner reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

24. **Cancellation Charges:** Should the Hirer wish to cancel or alter an order which has been accepted by the Owner, then notification in writing must be made to the Owner before dispatch of the hire equipment. The Owner reserves the right to charge the Hirer a cancellation, alteration or manufacturing charge on specially manufactured items or a charge for sundries which have been purchased on behalf of the Hirer, e.g. candles, ribbons etc. Standard charges for cancellations (inclusive of VAT) are as follows:
- More than 28 days before despatch, 30% of total order  
Between 14 and 28 days before despatch, 50% of total order  
Between 7 and 14 days prior to despatch, 75% of total order  
Less than 7 days prior to despatch, 100% of total order
25. In the event of a heavy demand for the Owner's stock of equipment or the Owner suffering equipment losses from a non-related order to that of the Hirer, the Owner reserves the right to substitute any item or items that the Hirer has ordered. Such substitutions are extremely rare and will always be of a comparable quality to the original order. Should the Hirer not wish to accept the substitution they are entitled to cancel the order or elements of the order without penalty and have all monies paid to the Owner up to that point returned.
26. The Owner retains the right to repossess the hire equipment should the Hirer breach any of these terms and conditions. The Hirer hereby agrees to provide access to the Owner to allow him to take repossession of the hire equipment.
27. The Hirer undertakes to indemnify the Owner on demand against negligence, misuse or mishandling of the hire equipment, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms and conditions of this contract.
28. No failure or delay by the Owner to exercise any right or remedy provided under the terms and conditions of this contract or by law shall constitute waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
29. These terms and conditions constitute the entire agreement between the parties and supersedes all previous terms and conditions of hire between the Owner and the Hirer relation to its subject matter. The hirer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Owner which is not set out in these terms and conditions.
30. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and constructed in accordance with Scots law. The Owner and Hirer agree that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter.