

WELL DRESSED TABLES
STANDARD CONDITIONS FOR HIRE AND SALE OF PRODUCTS
IN ENGLAND AND WALES

1. INTERPRETATION

1.1. In these conditions the following words have the following meanings:

“Company” means Well Dressed Tables and will include its employees, servants, agents and/or duly authorised representatives;

“Contract” means a contract which incorporates these conditions and made between the Customer and the Company for the hire of Hire Goods and/or the sale of Products;

“Customer” means the person, firm, company or other organisation hiring Hire Goods;

“Deposit” means any advance payment required by the Company in relation to the Hire Goods which is to be held as security by the Company as described in clause 3.3.2;

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions, vehicular failure or failure of a transport network (including but not limited to traffic jams) and any other similar events;

“Hire Goods” means any catering equipment, furniture, article and/or device together with any accessories specified in a Contract which are hired to the Customer;

“Hire Period” means the period commencing when the Customer receives the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by the Customer into the Company’s possession; or (ii) the physical repossession or collection of Hire Goods by the Company;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including, but not limited to, legal costs) and any other losses and/or liabilities;

“Products” means the products sold to the Customer by the Company;

“Rental” means the Company's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

“Services” means the services and/or work (if any) to be performed by the Company for the Customer in conjunction with the hire of Hire Goods including any delivery and/or collection service for the Hire Goods.

2. **BASIS OF CONTRACT**

- 2.1. Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Company will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond the Company's control
- 2.2. Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.
- 2.3. Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts, have no force or effect. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
- 2.4. The Contract will be governed by the terms as set out herein to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any order, confirmation of order, specification or other document).
- 2.5. No terms or conditions endorsed upon, delivered with or contained in the Customer's order, confirmation of order, specification or other document will form part of this Contract simply as a result of such document being referred to in the Contract.
- 2.6. This Contract and the conditions contained herein apply to all of the Company's arrangements to the Customer under any Contract and any variation to this Contract and any representations about the Hire Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

3. **PAYMENT**

- 3.1. The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Company's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Company may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.
- 3.2. The amount of any Rental shown in the Company's current price list from time to time is for a 1-3 day Hire Period. The Company will charge the Customer Rental at the 1-3 day Hire Period Rental for weekends. Any Hire Periods of between 4-7 days will be charged at 1.5 times the 1-3 day Hire Period Rental. The Hire Periods in excess of 7 days shall be negotiated between the parties and any additional days will be charged at a pro-rata Rental on the original Hire Period.
- 3.3. The Customer shall pay the Rental, charges for any Services, monies for any Products and/or any other sums payable under the contract to the Company as follows:
 - 3.3.1. in respect of Customers who have authorised credit accounts payment is due within 30 days of the date of invoice by the Company;
 - 3.3.2. in respect of Customers paying in cash full payment must be made in advance of delivery of the Hire Goods. In addition the Customer must pay a deposit equal to 50% of the Rental (minimum of £50) on a valid and acceptable credit or debit card. Deposits are not accepted in cash. The Company will attempt to refund the balance of any deposits within 14 days of the termination of the Contract after deducting any charges for loss or damage as agreed with the Customer.
 - 3.3.3. The Company's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.
- 3.4. Time for payment of all sums due to the Company by the Customer under the Contract shall be of the essence. Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding.

- 3.5. *If the Customer fails to make any payment in full on the due date the Company may charge the Customer interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of The Bank of England plc. Such interest shall be compounded with quarterly rests.
- 3.6. *The Customer shall pay all sums due to the Company under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 3.7. The Company may set a reasonable credit limit for the Customer. The Company reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

4. **RISK OWNERSHIP AND INSURANCE**

- 4.1. Risk in the Hire Goods [and any Products] will pass immediately to the Customer when they leave the physical possession or control of the Company.
- 4.2. Risk in the Hire Goods will not pass back to the Company from the Customer until the Hire Goods are back in the physical possession of the Company. This shall apply even if the Company has agreed to cease charging the Rental.
- 4.3. Ownership of the Hire Goods remains at all times with the Company. The Customer has no right, title or interest in the Hire Goods. Ownership of any Products remains with the Company until all monies payable to the Company by the Customer for the Products have been paid in full.
- 4.4. The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending in relation to the Hire Goods. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Company.
- 4.5. The Company requires the Customer to insure the Hire Goods on such reasonable terms and for such reasonable risks as the Company may specify. The proceeds of any such insurance shall be held by the Customer in trust for the Company and be paid to the Company on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Company's written consent.

5. **DELIVERY, COLLECTION AND SERVICES**

- 5.1. It is the responsibility of the Customer to collect the Hire Goods from the Company and return them to the Company at the end of the Hire Period. If the Company agrees to deliver or collect the Hire Goods to and/or from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services. In the event that the Company specified an a.m. delivery or collection, this shall take place between the hours of 7 a.m. and 12 p.m. In the event that the company specified a p.m. collection or delivery, this shall take place between 12 p.m. and 6 p.m.
- 5.2. The Company will make an additional charge for deliveries and collections at specified times. Further additional charges will also apply in respect of deliveries and collections made outside of the operational hours (7 a.m. – 6 p.m. Monday – Friday).
- 5.3. Where the Company provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage

which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.
- 5.4. The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to power supplies and utilities for the Company's employees, sub-contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.
- 5.5. If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Company's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.
- 5.6. It is the responsibility of the Customer to check all Hire Goods immediately on delivery and to report any damages, faults, shortages or discrepancies to the Company on the

day of delivery by either telephone, fax or email. This is the only method by which such damages, faults, shortages or discrepancies can be reported to the Company.

- 5.7. The Customer must be present when the Hire Goods are delivered by the Company and the Customer must sign for delivery of all such Hire Goods.
- 5.8. When the Company is delivering or collecting Hire Goods, a period of 30 minutes from arrival at the site of the Customer shall be permitted for the delivery or collection of the Hire Goods. In the event that such 30-minute period is exceeded as a result of the action or inaction of the Customer, additional charges will be applied by the Company at the rate of £25.00 per additional 15-minute period.
- 5.9. The Company agrees to deliver Hire Goods to a loading bay or other ground floor entrance unless otherwise agreed prior to the date of delivery. The Company reserves the right to make an additional charge in respect of delivery other than to a ground floor entrance.
- 5.10. The Customer shall be responsible for informing the Company at the time the Contract is entered into whether any restrictions or special requirements as regards vehicle access for the purpose of delivery or collection apply. In the event of such restrictions or special requirements the Company reserves the right to make an additional charge if it is deemed to be appropriate.
- 5.11. The Customer agrees to repack all Hire Goods into their appropriate containers and to make such Hire Goods available for collection at the same location to which they were originally delivered. Failure to comply with this clause may result in additional charges being made by the Company.
- 5.12. In circumstances where the Company agrees to collect the Hire Goods, the representative of the Company will ask the Customer to sign a collection note. For the avoidance of doubt, the Customer's signature of a collection note is an acknowledgement that the Company has been to collect Hire Goods, not that all Hire Goods have been collected by the Company.
- 5.13. The Company agrees to accept oral agreement as Contract confirmation. Following such oral agreement the Company shall provide further confirmation by fax, e-mail or post. It is the responsibility of the Customer to check that the Contract is correct and to notify the Company of any discrepancies at the earliest possible opportunity.

- 5.14. The Company reserves the right to supply substitute items in the event that any of the Hire Goods are unavailable for any reason whatsoever.
- 5.15. In the event of the Customer increasing the extent of any Contract the day before delivery is due, the Company reserves the right to treat any amendment as a new Contract and may apply an administration charge.
- 5.16. In the event of the Customer decreasing the extent of any Contract within 48 hours prior to the time for delivery the Company reserves the right to charge for the full amount of the original rental.
- 5.17. In the event that the Customer requests the Company to deliver or collect Hire Goods from an area which is not a designated loading/unloading area the Customer shall be responsible for and shall reimburse the Company in respect of any parking fines or charges incurred by the Company.

6. **CARE OF HIRE GOODS**

- 6.1. The Customer shall:-
 - 6.1.1. not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions which may be provided or supplied to the Customer;
 - 6.1.2. notify the Company immediately after any breakdown, loss and/or damage to the Hire Goods;
 - 6.1.3. take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
 - 6.1.4. notify the Company of any change of its address and upon the Company's request provide details of the location of the Hire Goods;

- 6.1.5. permit the Company at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
 - 6.1.6. keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the United Kingdom without the prior written consent of the Company;
 - 6.1.7. be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Company has agreed to provide them as part of any Services;
 - 6.1.8. not do or omit to do any thing which will or may be deemed to invalidate any policy of insurance related to the Hire Goods which is notified to the Customer;
 - 6.1.9. not continue to use Hire Goods where they have been damaged and will notify the Company immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and
 - 6.1.10. where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.
- 6.2. The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

7. **BREAKDOWN**

- 7.1. Allowance will be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Company as soon as practicable of the breakdown.
- 7.2. The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Company arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.
- 7.3. The Company will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Company while carrying out routine maintenance and/or repairs.
- 7.4. The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Company.

8. **LOSS OR DAMAGE TO THE HIRE GOODS**

- 8.1. Rental includes an amount for fair wear and tear only. The Company reserves the right to charge the Customer for any reconditioning, renewing or replacement of Hire Goods which the Company deems to be necessary.
- 8.2. If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods the Customer shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental, in accordance with the provisions of clause 8.3, until such repairs and/or cleaning have been completed.
- 8.3. The Customer shall pay the Rental for the Hire Goods up to and including the date it notifies the Company that the Hire Goods have been lost, stolen and/or damaged beyond economic repair. From that date until the Company has replaced such Hire Goods the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for

such Hire Goods for that period. The Company shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible.

- 8.4. In the event that the Hire Goods include any furniture, the Customer understands and agrees that such furniture is for indoor use only except as specifically notified by the Company. The Company reserves the right to make an additional charge in respect of any damage caused to Hire Goods by damp or general outdoor use where such use is not permitted.
- 8.5. In the event that the Customer does not return any or all of the Hire Goods to the Company, the Company shall invoice the Customer an amount equal to the full replacement cost of such item. Rental will not be taken into account when calculating such amounts. If such Hire Goods are not returned within 14 days of the date of the invoice in respect of such lost or non-returned Hire Goods, the Company reserves the right to charge for its full replacement value. The Company reserves the right not to issue credits for Hire Goods invoiced as lost or damaged that are returned to the Company after the 14 day period has expired.
- 8.6. The Company shall not accept any substitutes for lost or damaged Hire Goods supplied by the Customer unless agreed in writing by the Company. Any such substitutes shall be retained for a period of 14 days before being disposed of by the Company.
- 8.7. The Customer shall return all crates, boxes, hampers, pallets and cages supplied by the Company. Failure to return such items to the Company will result in a charge for their full replacement value being made against the Customer.
- 8.8. In the event that the Hire Goods consist of linen items the Customer will ensure that such linen items are returned sealed in the correct hampers. Any damage caused to linen items will be charged at the full replacement cost by the Company.

9. **TERMINATION BY NOTICE**

- 9.1. If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither the Customer nor the Company shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed in writing with the other party.
- 9.2. If the Hire Period does not have a fixed duration either of the Customer or the Company is entitled to terminate the Contract upon giving to the other party any agreed period of notice.
- 9.3. If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Company and the Company shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the Customer.

10. **DEFAULT**

- 10.1. If the Customer:-
 - 10.1.1. fails to make any payment to the Company when due;
 - 10.1.2. breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - 10.1.3. persistently breaches the terms of the Contract;
 - 10.1.4. provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
 - 10.1.5. pledges, charges or creates any form of security over any Hire Goods, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition presented against it or the Customer takes or suffers any similar action in any jurisdiction;
 - 10.1.6. being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment order is made against the Customer, any distress,

execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

10.1.7. appears reasonably to the Company due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or

10.1.8. appears reasonably to the Company to be about to suffer any of the above events;

then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.

10.2. If any of the events set out in clause 10.1 above occurs in relation to the Customer then:-

10.2.1. except where the Customer is acting as a consumer the Company may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods owned by the Company may be and repossess any Hire Goods;

10.2.2. the Company may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

10.2.3. the Company may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or

10.2.4. *all monies owed by the Customer to the Company shall immediately become due and payable.

10.3. Any repossession of the Hire Goods shall not affect the Company's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Hire Goods.

10.4. Upon termination of the Contract the Customer shall immediately:

10.4.1. return the Hire Goods to the Company or make the Hire Goods available for collection by the Company as requested by the Company; and

10.4.2. pay to the Company all arrears for Rentals, Charges for any Services, monies for any Products and/or any other sums payable under the Contract.

11. **CANCELLATION**

In the event that the Customer decides to cancel the Hire Period for the Hire Goods prior to delivery the following charges will be applied by the Company:

<u>Notice period given</u>	<u>Charge</u>
48 hours prior to delivery	Full Rental cost
Up to 5 days prior to delivery	50% of Rental cost
Up to 10 days prior to delivery	30% of Rental cost
10 days or more prior to delivery	No charge

All cancellations must be confirmed in writing to the Company by fax or email.

12. **LIMITATIONS OF LIABILITY**

- 12.1. *All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 12.2. Any defective Hire Goods must be returned to the Company for inspection if requested by the Company before the Company will have any Liability for defective Hire Goods.
- 12.3. *The Company shall have no Liability to the Customer if, without just cause, any monies due in respect of the Hire Goods and/or the Services has not been paid in full by the due date for payment.
- 12.4. The Company shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 12.5. The Company shall have no liability for any damage caused to the site or premises of the Customer whilst delivering or collecting any Hire Goods.
- 12.6. The Company shall have no liability in respect of third parties where the Customer re-hires the Hire Goods to such third parties pursuant to clause 4.4.

- 12.7. The Customer shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Company shall have no Liability to the Customer.
- 12.8. *The Company shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Company.
- 12.9. The Company shall have no Liability to the Customer for any:-
- 12.9.1. *consequential losses (including loss of profits and/or damage to goodwill);
 - 12.9.2. economic and/or other similar losses;
 - 12.9.3. special damages and indirect losses; and/or
 - 12.9.4. business interruption, loss of business, contracts and/or opportunity.
- 12.10. *The Company's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental and charges for Services (if any) under that Contract or the sum of £1,000 whichever is the higher. To the extent that any Liability of the Company to the Customer would be met by any insurance of the Company then the Liability of the Company shall be extended to the extent that such Liability is met by such insurance.
- 12.11. Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
- 12.11.1. Liability for breach of contract;
 - 12.11.2. *Liability in tort (including negligence); and
 - 12.11.3. *Liability for breach of statutory and/or common law duty;
 - 12.11.4. except clause 12.9 above which shall apply once only in respect of all the said types of Liability.

12.12. Nothing in this Contract shall exclude or limit the Liability of the Company for death or personal injury due to the Company's negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

13. **GENERAL**

13.1. Upon termination of the Contract the provisions of clauses 3.3, 3.4, 3.5, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6 and Section 6 shall continue in full force and effect.

13.2. Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

13.3. The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

13.4. *The Customer agrees to indemnify and keep indemnified the Company against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Company and arising from or due to any breach of contract, any tortuous act and/or omission and/or any breach of statutory duty by the Customer.

13.5. *No waiver by the Company of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

13.6. The Company shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Company is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

13.7. The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

- 13.8. This Contract supercedes any prior agreement between the parties whether written or oral and any such arrangements are cancelled as at the date of this Contract but without prejudice to any rights which have already accrued to either of the parties.
- 13.9. This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.