

TERMS AND CONDITIONS OF HIRE.

1. Interpretation

The owner is D Illman the hire shop Trevornick hereafter called we/us.

The hirer is the person who signs the hire contract hereafter called you/your.

Equipment means the equipment we hire in accordance with these terms.

Terms mean the terms as set out within this document as agreed in writing between you and us.

Contract means the contract of hire of equipment between you and us.

2 Basis of contract

2.1 we shall hire to you the equipment in accordance with these terms

Which shall govern the contract these terms are binding and come into force once we Accept your order.

2.2 no variation to these terms unless agreed by us in writing.

3 ownership

3.1 the equipment shall at all times remain the property of the owner

3.2 you must not sell, sub hire, abandon ,take home or otherwise dispose of the equipment.

4 Hire charges

4.1 you must pay all charges due on collection of equipment.

4.2 If you require to keep the equipment on hire beyond the due return time and date you must inform us before the return time and date and pay for any extra hire required, any extended hires are subject to availability.

4.3 if extended hire conditions are not adhered to we will terminate the hire immediately.

4.4 you must pay a deposit amount at our discretion for each and every hire contract.

4.5 You will be charged a cleaning fee at our discretion for any equipment returned in a dirty condition.

5 Care of hire goods

5.1 The hirer shall;

5.2 Not interfere with the hire goods their working mechanisms or any other parts, take all reasonable care of equipment, use them only for their intended purpose in a safe and correct manner, notify the owner of any breakdown,loss,or damage as soon as possible.

5.3 Take all necessary and proper measures to protect equipment from theft damage and all other risks

5.4 Notify owner to any change of pitch/location immediately.

5.5 Keep equipment clean at all times

5.6 Return equipment in a clean condition

5.7 Allow the owner full access to equipment at reasonable times

6 Delivery and collection

6.2 It is the responsibility of the hirer to collect and return hire equipment to the hire shop.

6.3 Delivery and collection of large items can be arranged at the discretion of the owner, where the owner provides this service you are responsible for equipment from time of signing of hire contract.

6.4 The owner may charge a fee for delivery /collection of equipment at our discretion.

6.5 The hirer is responsible any injury to yourself or any third party while collecting or returning equipment in any event.

6.6 If delivery or collection is required you must advise the hire shop of this with at least four hours notice.

6.7 The owner shall not be liable in any respect as to delays in delivery/collection times.

General

1.0 The terms and conditions as set out in this document form a contract between you the hirer and us the owner and as such must be abided by.

1.2 On signing of contract you agree to abide by all terms and conditions as set out.

1.3 This contract shall be governed by the laws of England

7. Refunds policy

7.1 Refunds are only given on items returned within one hour of time of hire Which are found to be faulty only.

7.2 Equipment hired and returned early will not be eligible for refunds.

7.3 Faulty equipment returned during term of hire and after testing found to be Through normal wear and tear, will if available be replaced or repaired, or you Will be offered an alternative item.

8 Cancellation policy

8.1 You have the right to cancel the contract at any time there will be no refund Of any hire charges.. subject to clause 7.1 .

8.2 we can terminate the contract at any time if found that you are not abiding by the terms and conditions of contract, no refunds will be given.

9 Loss, damage or non return of equipment.

9.1 If the hire equipment is returned in a damaged ,unclean and/or defective state

except where due to fair wear and tear you will be liable to pay the owner for Any repair and/ or cleaning to return the equipment to a fit condition for rehire.

9.2 The hirer shall be liable to pay the owner the replacement cost on a new for old basis for any equipment lost, stolen, damaged beyond repair, or not Returned to the hire shop by the due return day and time.

9.3 The hirer shall also pay the owner the daily hire charge until all costs are paid.

9.4 any equipment not returned on time will result in the total loss of your deposit

9.5 equipment not returned to the hire shop premises and left at reception or anywhere Other than the hire shop will result in the total loss of deposit plus other charges will be incurred.

10 The hirers responsibility.

10.1 You must protect the owner against any and all third party claims arising out of the hire of equipment.

10.2 You must insure or protect the equipment from damage, theft etc at all times.

10.3 Whilst under contract of hire or any clauses within you are totally responsible for any and all claims which may arise.

10.4 You must ensure equipment is only use for its intended purpose and within All terms as set out within this contract.

10.5 You must ensure the equipment is returned to the hire shop on or before the due time and date and in a condition as set out in this contract.

11 Insurance

11.0 You are responsible for insuring equipment under any and all circumstances.

11.1 The owner will only provide insurance cover against theft and accidental damage if the insurance option is taken up at time of hire and the fee paid in full.

11.2 Any claims arising out of the theft of equipment will need to be backed up By a police crime incident number and report.

11.3 any claim arising out of accidental damage to equipment will have to be backed up by a written report of how damage occurred

11.4 All damage claims will be determined by the owner.

11.5 Any issues that cannot be settled between ourselves will be settled by an Independent third party by agreement between us.

11.6 It must be proven that you have taken every reasonable precaution to protect equipment from theft or damage, before any claim will be considered.