

Terms and Conditions

1. Place Settings Equipment

- 1.a** Goods supplied at all times remain the property of Place Settings (London) Ltd, hereafter referred to as 'Place Settings'.
- 1.b** Without prejudice, or the need to give notice to the hirer, Place Settings (London) Ltd reserve the rights to substitute similar equipment in lieu of a particular item ordered. Prices quoted are for one days hire only.
- 1.c** The Customer agrees to indemnify and keep indemnified the Supplier 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 Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.

2. Payment

- 2.a** To confirm a quote we ask for £100 or 20% (whichever is greater) refundable damage deposit. The remaining balance would then need to be paid 2 weeks prior to the delivery/collection date. Deposits are held against losses or breakages until all items have been fully checked on return to our premises. All amounts must be cleared funds.
- 2.b** Drivers are not allowed to make a delivery until payment is received in full, unless account facilities have been approved. Drivers collecting goods are not authorised to return deposits or check goods.
- 2.c** Account customers must ensure settlement of all outstanding debts within 30 days from the date of invoice. Interest at the rate of 2% per month will be levied on all overdue payments.
- 2.d** Payment can be made by card over the telephone, bank transfer or cheque. If a cheque which has been presented to us in payment for hire is returned by the bank, a fee will be charged.
- 2.e** The customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding monies.

3. Deposit

- 3.a** When items are collected/returned they are then counted and checked by authorised staff.
- 3.b** If there are any items missing or damaged, an email will be sent to the client to advise them of issues outstanding.
- 3.c** The invoice(s) will then be produced to reflect the count backs. Anything missing or damaged would be deducted from the deposit.
- 3.d** Where the deposit is not sufficient to cover the replacement cost, the HIRER is liable for the balance.
- 3.e** Customer's goods will not and cannot be accepted as a replacement.

4. Deliveries/Collections

- 4.a** All goods are to be checked and signed for by the hirer or their agent on delivery/collection.
- 4.b** Deliveries left at premises unattended are left at the hirers risk.
- 4.c** Any items missing/damaged on delivery you must immediately phone or email us to advise of this before the event takes place.
- 4.d** Deliveries and collections are chargeable.
- 4.e** Unless notified prior to the delivery we assume it is to the ground floor, as our drivers will not have the time to give further help.
- 4.f** Charges will be made for delay of the driver.

- 4.g It is assumed hirers will ensure adequate parking facilities for load and unload. Parking tickets may be chargeable to the customer.
- 4.h In cases where there is a long distance between vehicular access and where the goods are required, a charge will be made on a time basis. We require notification of such instances prior to delivery.
- 4.i Place Settings will make an additional charge for deliveries and collections at specified times.
- 4.j Further additional charges will also apply in respect of deliveries and collections made outside of normal operational hours – 8am til 5pm, Monday to Friday.
- 4.k Place Settings will make every effort to carry out delivery and collection at times requested by the hirer and cannot be held responsible for adverse traffic conditions.
- 4.l No responsibility will be taken if requested times cannot be complied with.
- 4.m Removal will be effected as soon as possible but all equipment cannot always be collected immediately after use from all the sites.
- 4.n All equipment must be kept safe and dry until collection is made.
- 4.o A return collection trip because goods are unavailable will be chargeable.
- 4.p The hirer is responsible for loss or damage to goods, from the time of delivery or collection until their return to Place Settings (London) Ltd.
- 4.q Risk in the Hire Goods and any products will pass immediately to the customer when they leave the physical possession or control of the Supplier.

5. **Care of Goods**

The Customer shall:-

- 5.a Not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall 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 provided or supplied to the Customer;
- 5.b Notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;
- 5.c Take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
- 5.d Notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;
- 5.e Permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
- 5.f Keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;
- 5.g 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 Supplier has agreed to provide them as part of any Services;
- 5.h Not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;
- 5.i Not continue to use Hire Goods where they have been damaged and will notify the Supplier 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;
- 5.j 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.

- 5.k Ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.
- 5.l 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.

6. **Packing Items**

- 6.a It is a hire condition that goods will be repacked ready for collection on the day agreed.
- 6.b Please ensure goods are repacked in the correct boxes and broken glasses are removed from boxes as injuries have been suffered as a result of hirers leaving broken glasses in boxes.
- 6.c If our staff have to pack goods or have to return to collect at a later date, further charges will be incurred.
- 6.d All shortages, breakages and damage or loss of any goods, including packing trays, and boxes will be charged at current replacement cost.
- 6.e No labels are to be removed from any items.
- 6.f No items are to be defaced or boxes relabelled or written on.

7. **Missing/Damaged Items**

- 7.a Customers will have 7days from Place Settings check back email date to dispute any missing or damaged items. After that period we will assume agreement and an invoice will be produced.
- 7.b If you find any missing items please let us know and return within 30 days from your event date.
- 7.c Should the items be returned outside this time frame, then you will be charged an additional hire charge for the period.

8. **Refunds**

- 8.a Once your order has been invoiced this is passed to the accounts department who processes your refund.
- 8.b If you paid by card your refund will go back to the card you paid with and this takes 3-5 working days. If you paid by cheque then your refund would be processed by cheque and sent via post. If you paid by BACS this would also be refunded by cheque and sent via post.

9. **Cleaning**

- 9.a All equipment is despatched clean and ready to use.
- 9.b The hire charges are based on the assumption that all equipment will be returned rinsed and FREE FROM EXCESS FOOD.
- 9.c If equipment is returned in a soiled condition it is on the understanding that a cleaning surcharge will be incurred.
- 9.d The cost of this service is up to 20% of the hire charge and is raised on all soiled items.
- 9.e This charge is not levied on furniture, linen and various other items.
- 9.f If hire equipment is returned for cleaning, we will at least require that excess food is removed from the plates and in the case of all silver cutlery, rinsed in soapy water.
- 9.g On no account should scouring pads or abrasive powder be used on silver & stainless steel, which could result in permanent damage to the equipment.

10. **Responsibility/Liability**

- 10.a** Place Settings (London) Ltd will accept no liability for consequential loss or late/non delivery or damages arising from failure of breakdown of the plant and equipment on hire.
- 10.b** No responsibility can be accepted for injury or damage caused by the hire equipment, or its use however caused.
- 10.c** If the equipment is used or stored outside, the hirer is responsible for any damage caused by the weather.
- 10.d** All boxes and equipment must be protected from the weather.
- 10.e** Place Settings is under no liability whatsoever for any injury or damage to any person or property, or loss of profit claimed by the hirer in respect of any interruptions, delays, inaccuracies, errors, omissions or any failure to deliver, breakdown, or from the use or failure of any equipment hired.

11. Linen

- 11.a** Linen must not be returned damp or wet - This will cause mildew.
- 11.b** Damage resulting from mildew or other stains and burn marks will be charged at the full replacement cost.
- 11.c** Please ensure all cloths are repacked free from table debris!

12. Electric and Gas Equipment

- 12.a** Under no circumstances should electrical appliances be used without being correctly earthed unless it is of a doubled insulated construction.
- 12.b** No electrical or gas appliances should be tampered with in any way.
- 12.c** Special attention should be paid to all surfaces on which hotplates, hot cupboards, water boilers, chafing dishes, burner rings etc. are placed.
- 12.d** Gas appliances must not be used below ground level and should be situated in a well-ventilated area.

13. Extended Terms of Hire

Prices are for one day's hire only, extended hire as below:

- 13.a** Weekend Hire Charged as one day's hire
 - 13.b** 2-3 Days = 1.5 x one day's hire
 - 13.c** 4-7 Days = 2 x one day's hire
 - 13.d** 8-10 Days = 3 x one day's hire
 - 13.e** 11-14 Days = 4 x one day's hire
 - 13.f** 15 Days and above are subject to negotiation
- All prices are subject to VAT at the current rate. We reserve the right to change any price without the need to give prior notices.

14. Cancellation Charge

Any hire order or part thereof cancelled:

- 14.a** Under 4 weeks = 25% of the hire charge
- 14.b** Within 14 Days = 50% of the hire charge
- 14.c** Within 7 Days = 100% of the hire charge
- 14.d** In the event the customer decreases the extent of the hire contract by amount or time, Place Settings reserves the right to charge the full amount of the original rental.