

# REDCARPETHIRE.biz

(a subsidiary of 21<sup>st</sup> Century Carpets)

## Terms & Conditions

### 1. Law

All hires are subject to these standard terms of hire, a copy of which is provided with every quotation.

### 2. Ownership

All Equipment remains the property of RedCarpetHire.biz and is offered for hire subject to availability.

### 3. Period of Hire

The hire of red carpet of rope stanchions will commence from the time the equipment and, when requested, staff arrive on site, and will continue until completion of event or dismantling of equipment. The hire charges do not include attendance by RedCarpetHire.biz or staff during the hire period. A separate charge shall be incurred except during the actual process of erecting & dismantling

The hire period works on a full 24 hour basis excluding the day of collection/delivery and the day of return of collection/delivery.

The cost of the hire has been agreed between the parties as has the agreed period of hire.

### 4. Booking

Our stocks, whilst comprehensive, can be exhausted at peak times. We work strictly on a first come first served basis so please book early

Telephone and online bookings can be made by completing a booking form, and will be honoured for a period of 2 weeks. During this period the customer will need to ensure RedCarpetHire.biz has received either credit/debit card or cheque payment of the deposit of £100. Confirmation of booking will be made verbally by telephone call followed by a faxed, posted or e-mailed copy of the booking form and invoiced for the balance of payment. This invoice will need to be paid one month before the date of hire commences. All cheques are to be made payable to 21<sup>st</sup> Century Carpets.

Early booking is advised to avoid disappointment

RedCarpetHire.biz will not be held responsible for any errors or omissions in quotation and Contracts and reserve the right to correct errors or omissions at a later date. We do not under any circumstances give credit. There will be a minimum hire charge of one day's hire

The Contract will come into being between the Hirer and RedCarpetHire.biz when the Hirer has placed an order, detailing his requirements and agreeing to be bound by these Conditions, and RedCarpetHire.biz has accepted the order

RedCarpetHire.biz reserve the right to vary the rates and conditions of hire at any time and to decline hire to any person at any time without reason,

Reductions will not be accepted 7 days prior to start of hire. Additions can be made subject to availability at any time

### 5. Delivery and Collections

It may be possible for you to arrange to collect and/or drop off the hired carpet outside of office hours in order to meet your specific needs. Please enquire at the time of booking and we will endeavour to be as flexible as possible.

Please ensure you return the carpet as specified between the parties as late returns will incur a fixed penalty of a further day's rental after office hours unless otherwise agreed. Should the late return of any carpet make us liable for extra costs (e.g. compensation to the next hirer), we reserve the right to pass these costs on to you.

Delivery dates and times shall be agreed in advance with the Hirer, RedCarpetHire.biz accepts no responsibility in the event that the dates, times or location change without prior notification and that a new Contract of hire form is signed by the Hirer and acknowledged by RedCarpetHire.biz. Delivery times are approximate only & failure to deliver on the stated date or specific time shall not render us liable for damage, lost time or any other consequential loss. Hirers should ensure that they or their representatives are at the delivery address. Wasted journeys will be charged for

### 6. Damage

Carpets leave us cleaned in preparation for the next event and should be returned this way (minor soiling is obviously acceptable). Cigarette burns are unacceptable. If the carpet is stained to a degree of having to use professional cleaning equipment we reserve the right to pass on the costs of cleaning on to you, which are deducted from the deposit.

During the period of hire all damage or loss is the responsibility of the Hirer and all losses will be charged for, (other than fair wear, and tear, and acts of god). It must be understood that the Equipment is only intended as a temporary structure and to a certain degree will not safeguard against adverse weather condition.

### 7. Payment

Unless by prior arrangement a deposit of £150 shall be payable 2 months in advance of the date of hire, final payment of the balance shall be required 1 month in advance of the date of hire. If payment is late or over looked then the booking is not deemed as accepted by the Supplier but 10% of the deposit of the day's hire will be retained. In the event of default of payment of an account the Supplier will require the Hirer to pay all costs incurred in respect of recovery. This will include solicitors and other legal fees.

### 8. Cancellations

All cancellations must be in writing and must be received by RedCarpetHire.biz at least 4 weeks in advance of the hire period. Cancellations will incur a forfeit of one day's hire, which will be deducted from the deposit. Cancellations less than 3 weeks from commencement of hire will incur the full cost of the hire. No refund is given for the early return of the carpet.

### 9. The Site

The hire charges are arranged on the assumption the ground is firm and flat, and that there is easy access for motor vehicles and staff. The hire charge does not include making good repairs to the site if it becomes necessary to use exhibition tape to secure the carpet to the floor. Special rates may be applicable if access to the site is too adverse. Fires and Candles under no circumstances are to be lit near the Equipment, barbecue or any other heating equipment is to be kept well clear.

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### 10. Permissions

Any permissions required before the erection of the Equipment shall be obtained by the Hirer. The Hirer shall be responsible for complying with all relevant laws, bylaws & regulations applicable & Incidental to the use of the Equipment

### 11. Removal of Equipment:

Equipment must not be removed from the site specified by the Hirer when the Equipment was delivered or collected as described in the Contract, without the authority of the RedCarpetHire.biz or from any subsequently authorised site.

### 12. The Hirer

Has a responsibility to check that all items ordered are delivered and if any of the items are missing, wrong or faulty this should be drawn to the attention of RedCarpetHire.biz, to which every effort will be made to rectify the problem. RedCarpetHire.biz reserves the right to alter items to the nearest substitute if necessity arises. The Hirer shall not be entitled to withhold payment of any of the amount payable under the Contract because of any disputed claim of the Hirer in respect of defective services or any other alleged breach of Contract

The Hirer shall be deemed to have accepted responsibility for the safe custody of everything hired. The Hirer's responsibility for the Equipment commences on the receipt of the Equipment by the Hirer or his agent (persons accepted receipt of equipment) or on delivery as requested and ends when the RedCarpetHire.biz is in possession of the all the Equipment when the site is cleared. The Hirer will not sell or otherwise part control of the Equipment.

### 13. Indemnity for lost, stolen or damaged Equipment:

The Hirer agrees either to insure the Equipment against loss, theft or damage beyond economic repair on a "new for old" basis or alternatively indemnify RedCarpetHire.biz in a similar amount. All monies received by the Hirer from an insurance company or from any other source in settlement of such claims shall be held in trust by the Hirer and paid to the RedCarpetHire.biz on demand. The Hirer shall not compromise any claim without the express consent of the RedCarpetHire.biz

### 14. Non-returned, lost, stolen, damaged, or unclean Equipment

(i) The Hirer accepts full responsibility for the care, safekeeping and return in good order of the Equipment.

(ii) The Hirer will pay to the RedCarpetHire.biz all costs incurred by the RedCarpetHire.biz in rectifying the condition of any Equipment returned damaged or unclean. Additionally, the Hirer will pay to the RedCarpetHire.biz a charge equating to the financial loss to the RedCarpetHire.biz until such rectification is complete

(iii) In case of Equipment which is lost or stolen or damaged beyond economic repair the Hirer shall in all cases meet the Hirer's obligation under Condition 16. Additionally, in any case where the loss, theft or damage aforesaid results from any breach of Contract or negligence on the part of the Hirer, the Hirer accepts liability to pay for all financial loss to the RedCarpetHire.biz until the indemnity referred to in Condition 16 is paid. The Hirer's liability under this Condition shall be without prejudice to any other rights of the RedCarpetHire.biz

### 15. Public Liability:

The Hirer shall at all times and in all respects indemnify the RedCarpetHire.biz against and from, any and every expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing. injury to the Hirer and injury to any servant, employee or agent of the Hirer) and in respect of damage to or loss of any property whatsoever (including the Equipment indemnity as determined by condition 16) arising out of or in connection with or consequent upon hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Equipment or any thereof.

### 16. Liability:

Cannot be accepted for any delays or non - performance due to:

(a) Loss or damage of any of the goods by fire, theft, flood, storm, tempest or accident.

(b) Strikes or industrial disputes.

(c) Weather conditions

(d) Problems caused by Public, Local or location Authorities to which the Hirer should have obtained prior permission

(e) Unsuited site

(f) Equipment or mechanical breakdown

(g) Act of God

(h) Travel delays

(i) Any other cause outside of the RedCarpetHire.biz's control

### 17. Consequential losses:

The RedCarpetHire.biz shall not be liable for any consequential losses to the Hirer including any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Equipment, or any part thereof or any breakdown or stoppage of same

### 18. Acceptance:

These Terms and Conditions form part of the Contract for Hire and by the acceptance of the Equipment the Hirer is deemed to have accepted these conditions

### 19. Determination of hire:

The RedCarpetHire.biz shall be entitled at any time if the Hirer is in breach of this Contract to terminate this Contract (such termination to be effective immediately) and to repossess the Equipment or any part thereof

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### 20. Rights of access:

The Hirer hereby authorises the RedCarpetHire.biz (upon production of this document) to enter upon any premises wherein the RedCarpetHire.biz reasonably believes any Equipment, or part thereof to be, and if, and in so far as, the RedCarpetHire.biz in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same

### 21. Rights reserved:

Any failure by the RedCarpetHire.biz to enforce any or all of these conditions shall not be construed as a waiver of any of the RedCarpetHire.biz's rights hereunder

### 22. Separate term validity:

Should any term in this Contract be held to be invalid such invalidation will not affect the validity of the remaining terms.

### 23. Terms of Contract:

These conditions have effect in substitution for, and to the exclusion of, any conditions put forward by the Hirer

### 24. Data Protection Act 1998:

The RedCarpetHire.biz reserves the right to consult whomsoever it considers appropriate for the purpose of trade references and will record information in respect of such opinions which will be made available to other businesses for the continuing assessment of credit risk

### 25. Health and Safety:

You advised that the carpet requires two people to carry and place it so as not to cause injury.

You must ensure that when lifting the item you need to ensure that you stand with your legs comfortably apart to allow you to be steady on your feet and take the pressure when you lift the carpet. Please ensure that you bend your knees so that the weight is evenly distributed down your legs and no weight pressure is put upon your back.

An illustration of carrying will be forwarded for you to adhere to together with the red carpet which is to be hired.

### 26. The Contract:

On signing the contract you have agreed to the terms and conditions herein.