

## The Cotswold Hay Bale Company Terms and Conditions

### Definitions

Within these terms and conditions, the following meanings will apply:

“We” or “Us” means The Cotswold Hay Bale Company

“You” or “Your” means the person, firm or company whom equipment is supplied.

“Equipment” means items hired which has been arranged by us for you.

### **1. Responsibility or Hirer (Your Responsibility)**

- 1.1 You will be responsible for the hire items at all times throughout your hire. This responsibility begins when you receive the equipment and ends when the equipment is accepted back by us. If delivered to you your responsibility begins on delivery.
- 1.2 The Hirer or Hirer's representative is responsible for the items being covered by their own insurance with regards to loss, theft, damage and public liability risks. We accept no responsibility for any such fault or claim.
- 1.3 Full inspection will be made by us after items have been accepted back by us. Any missing or damaged items will be notified to you within 7 working days.
- 1.4 Loss of equipment will be charged according to the full replacement cost at the time. Repairable damage to equipment will be charged at 50% of the hire price.
- 1.5 All equipment remains the property of us at all times throughout your hire period.

### **2. Delivery and Collection Terms and Charges**

- 2.1 Hire prices do not include carriage to and from your venue. You will pay an agreed additional charge for delivering and collecting equipment.
- 2.2 Deliveries and collections are quoted for a 'door to door' service. Our charges allow for the loading and unloading of items no more than 10 metres from our vehicle. If a delivery or collection requires further assistance extra charges may be applied.
- 2.3 It is your responsibility to ensure all items have been loaded on collection. If items are left behind, it is your responsibility to contact and return them to us as soon as possible.
- 2.4 It is your responsibility to ensure there is legal parking available to us in order to carry out delivery and collection. We are not responsible for any costs incurred due to lack or legal parking.
- 2.5 An estimate time for delivery and collection can be given upon booking if require. However, this can be subject to change in order to fit in other bookings. We aim to contact you 5-7 days prior to your event to confirm delivery and collection times and dates.

### **3. Hire Period**

- 3.1 Our standard hire period is based on a total of three days:
  - Day 1: Delivery
  - Day 2: Event
  - Day 3: Collection
- 3.2 Extended hire is possible and will be charged at 10% of the hire price for each additional day past the standard hire period. This can be arranged on booking.

#### **4. Payment terms**

- 4.1 Upon request to hire equipment a quote will be provided by us to you either in writing or verbally.
- 4.2 When accepting a quote, a 20% non-refundable deposit will be requested to reserve the equipment. The balance will be paid by the delivery date at the latest unless arranged beforehand.
- 4.3 Acceptance of a quote in writing becomes subject to the cancellation charges stated in 5.1

#### **5. Cancellation Terms & Fees**

**Please note the 20% deposit is non-refundable in all scenarios:**

4.1 In the event of a cancellation the following charges will apply:

- up to 7 working days prior to hire - 0% charge
- between 7 and 3 working days prior to hire - 25% charge
- within 3 working days of hire date - 50% charge

Cancellations must be received via email, please do not leave a voice message.

#### **6. Liability and Indemnity**

6.1 The Cotswold Hay Bale Company shall not be liable to the Hirer for:

- 6.1.1 any indirect consequential or special loss, loss of business, profits, goodwill, contracts, revenues, wages, fees or expenses due to late delivery, non-delivery, unsuitability, defective or stoppage of Equipment after this has become apparent to the hirer or other claims for compensations as a result of or in connection with
  - a) Any breach by the hirer of their obligations under these terms
  - b) Any claims made by a third party in connection with equipment hired
  - c) Death or personal injury arising as a result of equipment other than in accordance with manufacturer's instructions (subject to clause .....).

6.2 Nothing in these terms and conditions shall exclude us from liability of death or personal injury caused by our negligence or other type of liability which cannot be excluded by operation of law.

6.3 If The Cotswold Hay Bale Company is found to be liable in respect of any loss or damage to the Hirer's property the extent of our liability will be limited to the retail cost of the damaged property.

6.4 The Cotswold Hay Bale Company total liability to the Hirer in relation to any contract shall not exceed the total amount stated in the contract. To the extent that any of our liability to you would be met by our insurance then our liability shall be extended to the extent that such liability is met by such insurance.

#### **7. Risk Assessments & Safety**

7.1 We ensure all our equipment is maintained to ensure safe handling and correct use. Electrical items are PAT tested. All equipment is checked before and after hire and we undergo regular maintenance to ensure this.

7.2 We are not responsible for any injury or damage to animals, property, people or objects as a result of using our equipment under hire.

**8. Colour of Items**

8.1 All efforts have been made to represent our items accurately in our pictures. Due to monitors showing different saturation and pictures being taken in different light there may be slight discrepancies with colour.

**9. Right of Access**

9.1 The Hirer hereby grants or shall ensure that the relevant third party shall grant a license to The Cotswold Hay Bale Company and its agents and employees a license to enter and pass over any site(s) at reasonable times and on reasonable notice to deliver, inspect, install or collect equipment.