

*Terms & Conditions
For Hire*



A D D O
EVENT HIRE

"We" are:

ADDO Events Ltd of The Cottage, Grove Farm, Kinoulton, Nottingham, NG12 3ED

("The Supplier")

"You" are:

The customer who hires the Equipment from us (and where there is more than one person, they shall be jointly and severally liable).

("The Client")

THIS AGREEMENT is made between The Client and The Supplier.

These are the Terms & Conditions subject to which we allow you to hire our Equipment.

1. Definitions In this agreement:

"Charges" Means the hiring fee and includes all costs related in any way to this agreement.

"Deposit" Means a sum of money paid by you to us at the commencement of this agreement to secure the Equipment for a specific date for your Event.

"Event" Means the event, wedding, party, or function at which Equipment will be provided.

"Equipment" Means any items hired to dress and style your Event.

"Hire Period" Means the period in which you are entitled to be in possession of the Equipment. This will usually be for 72 hours for the Event, unless agreed otherwise in writing.

"Quotation" Means a Price offer by us, based on your requirements, which you have accepted. It includes the Charges for hire of the Equipment.

"Services" Means the hire of Equipment we provide to you under this contract.

"Site" Means the place where the Equipment is to be used by you and the location of the Event.

2. The Basic Contract

2.1 This is a hire agreement. We own the Equipment and hire it to you for the Hire Period, for a Charge. You may not deal with the Equipment in any way which is contrary to our ownership of it. If you do, you will be in breach of this agreement and will also be committing a criminal offence.

2.2 Our standard Hire Period is up to 72 hours (3 days), or as otherwise stated on the Quotation. The Hire Period can be extended thereafter by agreement in writing at an additional hire charge no less than 50% of the standard total hire charge, but otherwise as quoted at the time of booking.

"2.3 The Quotation is an invitation to hire. Neither of us is bound to a legal agreement until you accept this agreement.

2.4 This agreement and the Quotation together contain the entire agreement between us and supersede all previous agreements and understandings between us. By submitting your response, or instructing us to progress with the Equipment Hire, you accept the Terms set out in the Quotation and the Terms of this agreement.

2.5 Risk in the Equipment passes immediately to you when the Equipment leaves our possession and is collected or delivered to Site (Toilet Hire Only). That means you are responsible for taking care of it. You remain responsible until the Equipment is safely back in our possession. The Equipment we provide for the Hire Period is at your risk, and you are required to insure it for the Hire Period.

3. Delivery

3.1 We deliver the Equipment (Toilet Hire Only) to Site and the charges for delivery are included in our Charges as set out in your quote.

3.2 It is the duty of The Client to provide an authorised representative (details of whom are to be provided to ADDO Events Ltd in advance) to accept the goods upon delivery, in accordance with Clause 7. The representative must give acceptance by signing the delivery document. If The Client fails to meet this condition, he/she CANNOT dispute the condition of the Equipment (Toilet Hire Only) or facts of delivery.

3.3 Unless otherwise advised, there will be one crew member to deliver your toilets. If you require your toilets to be placed in a specific place, it is the duty of the client to provide some assistance.

3.4 ADDO Events Ltd will endeavour, where possible to meet the delivery and collection times specified on the quotation and invoice documents. However, we cannot accept responsibility for late delivery or collection due to any unforeseen circumstances.

3.5 Your toilets will be unloaded to a designated area within 20m of our vehicle. This must be on level ground (i.e. no steps, lifts, uneven ground)

3.6 It is the responsibility of The Client to inform ADDO Events Ltd of any restricted access. ADDO Events Ltd will not be liable for any aborted deliveries due to insufficient or unsafe access and NO refund will be given.

4. Charges and Deposit: Payment Procedure

4.1 All Charges are specified in the Quotation.

4.2 All the payments may be made on invoice and in accordance with Clause 13 below or otherwise as specified in the Quotation.

4.3 The Deposit specified in the Quotation shall be paid by you to us on entering this agreement. The Deposit is non-refundable unless you cancel the agreement in accordance with Clause 5.

NOTE: A quotation does not constitute a booking. The equipment will NOT be confirmed for the Hire Period stated in the Quotation until the Deposit has been paid in FULL. Availability of the equipment is therefore not guaranteed after the quotation date and may be subject to change.

4.4 Payment of the balance of all Charges is due 4 weeks before the Hire Period.

4.5 If the Hire Period is due to commence less than 4 weeks from entering into this agreement, full payment is required.

4.6 A refundable security deposit will be taken with the final payment. £50 will be taken for equipment hire and £150 will be taken for large furniture hire. Your security deposit will be returned to you within 14 days of the return of your items unless there is damage or loss. See clause 8.

5. Cancellation Terms: Hired Equipment

Under Consumer Laws, you have a right to cancel this hire agreement. You may exercise the cancellation right under following conditions:

5.1 This contract comes into existence on the day you complete this agreement.

5.2 As required by the Regulations, details of our hiring service and guarantees, if any, are given along with these Terms and Conditions.

5.3 You may cancel this contract within 14 days of entering it. In the event of cancellation within this 14-day period, the Deposit that you have paid will be returned to you.

5.4 If the event is less than 14 days from booking, you waive your right to your deposit return if the event is cancelled.

5.5 In the event of cancellation beyond the 14-day period set out in Clause 5.3, Clause 6 will apply.

5.6 Any changes to the order made within 30 days of the delivery/hire date will incur an administration charge of £25+VAT per request to change.

6. Cancellation Terms: Services

6.1 The Services can be cancelled by either party in writing or by email subject to the matters set out in this clause.

6.2 If The Supplier cancels the Services, any Charges paid will be repaid to The Client within 14 days of cancellation, and no further refunds, sum or compensation will be payable to The Client by The Supplier arising from such cancellation.

6.3 If The Client seeks to cancel the Services more than 4 weeks before the Event, then the Deposit shall be forfeited. No further sums will be due from The Client to The Supplier.

6.4 If The Client seeks to cancel the Services less than 4 weeks before the Event, then the Deposit will be forfeited. Any expenses incurred as at the date of cancellation must also be paid by The Client, and those paid shall also be non-refundable. In addition, a cancellation fee will be immediately due, which shall be 100% of the Charges, less any Deposit paid.

7. Equipment Not As Ordered

7.1 We shall use all reasonable endeavours to ensure that:

the Equipment complies with its description on the Quotation; and is of satisfactory quality and/or fit for purpose.

7.2 Immediately upon taking possession of any Equipment, you should examine it and satisfy yourself that it complies with the Quotation and has arrived in safe, clean, and usable condition.

7.3 If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Quotation, you must immediately inform us of that defect.

7.4 If you claim that the Equipment was defective, you must return it to us in the exact same condition as you received it.

7.5 In returning defective Equipment, please state the fault and when it arose.

8. Breakdown, Damages and Repair

8.1 You must inform us immediately of any problem or defect with the Equipment.

8.2 We will, as soon as practicable, repair or replace Equipment showing a defect.

8.3 If we repair or replace Equipment, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect or problem.

8.4 If you have been negligent in your care or use of the Equipment, you will pay us for appropriate replacement Equipment of the same quality without deduction for depreciation or use. Full replacement costs can be provided upon request.

8.5 All items will be thoroughly checked upon arrival at our warehouse. If any damage or loss is discovered, we will contact you immediately.

8.6 Cost of repair or replacement will be calculated and charged to the client. If that amount exceeds the damages deposit, the client will be invoiced for the remainder due.

8.7 Repair or replacement invoices must be paid within 7 days.

9. Collection

9.1 It is the responsibility of the client to ensure the toilets are ready for collection at the agreed place and time by:

9.1.1 ensuring no furniture is occupied by guests upon our crew's arrival. If our crew are required to wait beyond the agreed collection time to begin loading, additional charges will apply, at a minimum charge of £50+VAT per hour.

9.1.2 all furniture, equipment and any packaging are gathered and placed at ONE agreed collection point. If our crew are required to search for our equipment or collect from multiple locations, additional charges will apply, at a minimum charge of £50+VAT and £50+VAT per hour, beyond 1 hour.

9.2 It is the responsibility of the client to ensure all items not belonging to ADDO Events Ltd have been removed from our furniture and equipment prior to collection. If our crew are required to remove any such items prior to loading, additional charges will apply, at a minimum charge of £50+VAT and £50+VAT per hour, beyond 1 hour.

Client's Other Obligations — Use of Equipment ** You agree that you will:

- Not permit any other person to use the Equipment outside the scope of the Services and/or the Event without our written consent.
- Not take the Equipment away from the Site without our consent.
- Use the Equipment with care, and to keep the Equipment safe.
- Store ALL the Equipment in a safe, dry location at all times. Equipment must NOT be left outside overnight or in the event of poor weather. If the Equipment is found to be wet due to poor storage, exposure to bad weather, damp or dew, there will be a damage fee of a minimum of £200+VAT. Where open sided cover is used, e.g. stretch tent/gazebo, the Equipment must be contained well within the structure and away from the open sides overnight and in poor weather.

- Only use the Equipment indoors. Equipment may only be used outdoors if expressly agreed by ADDO Events Ltd at the time of booking, in any case, the above clause ALWAYS applies. If Equipment is used outdoors, by agreement, you agree to have suitable crew/assistance at the event to quickly move all Equipment inside/undercover in the event that the weather deteriorates. Equipment must all be moved indoors/undercover before the ground becomes damp from dew.
- Keep all Equipment away from sources of ignition or excessive heat.
- *PLEASE NOTE: Whilst our furniture does, to the best of our knowledge, conform to the Furniture (Fire Safety) Regulations Act 1988, and we do (where appropriate to do so) periodically treat some of our furniture with a fire- resistant treatment, the ADDO Events Ltd furniture and equipment should NOT be assumed to be fire resistant in all instances and caution should be always exercised with matches, open flames, candles, cigarettes, sparklers etc. ADDO Events Ltd will not be held liable in the event of a fire.
- Return the Equipment to us in the condition in which we delivered it to you.
- Not attempt to repair the Equipment without our consent.

10. Loss or Damage Caused by Third Parties

10.1 You must inform us immediately if the Equipment is stolen or damaged by a third party.

10.2 You undertake to report the theft to us and to the Police, and after that to co-operate with us and with the Police so far as your help may be required.

11. Disclaimers and Limitation of Liability

11.1 Conditions, warranties or other terms implied by statute or common law in any country, are excluded from this agreement to the fullest extent permitted by law.

11.2 We are not liable to any person in any circumstances if at any time.

11.3 the Equipment has been damaged in any way whatever.

11.4 the Equipment has been repaired or serviced by someone not authorised by us to provide that service.

11.5 We shall not be liable to you for any loss or expense which is indirect or consequential loss; or economic loss or other turnover, profits, business, or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

11.6 Except in the case of death or personal injury, our total liability, arising in any way out of this agreement, shall not exceed the sum of £100,000. This applies whether your case is based on contract, tort, or any other basis in law.

12. Termination

12.1. This agreement terminates on the first to happen of the following events:

12.1.1 At the expiry of a fixed Hire Period set out in the Quotation or in this agreement, or any extension of it;

12.1.2. If the payment of the Charges is not made in accordance with these Terms; or if The Client commits a material breach of any of these Terms and fails to remedy the breach within 14 days of being notified in writing; or The Client makes any statements or behaves in any way or requests The Supplier to undertake any actions that are discriminatory, illegal or immoral; or if The Client enters into any form of insolvency arrangement, or suspends their business.

12.1.3. Upon termination, The Client shall immediately pay any outstanding Charges to The Supplier.

13. Miscellaneous Matters

13.1 No amendment or variation to this agreement is valid unless in writing.

13.2 So far as any time, date, or period is mentioned in this agreement, time shall be of the essence, except we shall not be liable if delivery of the Equipment by us to the Site is delayed for reasons beyond our control.

13.3 The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.

13.4 The Charges will be paid after invoices rendered from time to time. Payment terms are 7 days unless otherwise stated, and payment is not deemed to have been made until the Charges have been paid in full. If payment is not made in full and within time, the Services may be suspended and payment in advance may be required before the Services are recommenced.

13.5 If payment is not made in accordance with the above clauses, The Supplier reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

13.6 In the event that items are hired from ADDO Events Ltd by a third party on behalf of their own client (e.g event company, wedding or event

planner, or wedding or event stylist), NO commission is to be added to our prices or charged to the (their) client for the benefit of that third party (our client) unless otherwise agreed by us in writing.

13.7 In the event that items are hired from ADDO Events Ltd by a third party on behalf of their own client (e.g. event company, wedding or event planner, or wedding or event stylist) and where photographs of our items might be used across social media, online platforms or printed media from events held during the hire period of our items, the third party (our client) agrees that any such images are properly credited to show they belong to ADDO Events Ltd.

13.8 Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper use of the Services. Each party recognises and accepts its obligations with the regard to the control and processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website.

13.9 The Client grants to The Supplier, consent to use any work including photographs created as part of the Services to show off their services and designs, together with the right to display images as part of their portfolio and to write about the Services on websites, and in their marketing materials. If The Client does not wish to grant this consent, they must confirm this in writing within 7 days of entering into this agreement.

13.10 Nothing in these Terms is intended to create a partnership or joint venture between The Supplier and The Client, and no party has the right to act as agent for the other or to bind the other party in any way.

13.11 Variations to the Services, may only be agreed in writing. Services outside the scope of the initial proposal will attract additional charges. Any changes to the date of the Event will constitute a cancellation and Clause 6 shall apply.

13.12 Following the conclusion of the Services, The Supplier may wish to contact The Client to request testimonials, recommendations, or feedback on the Services. By agreeing these Terms, The Client is consenting to that contact by The Supplier after the conclusion of the Services.

13.13 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

13.14 Unless this agreement says otherwise, neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond their reasonable control, including any labour dispute between a party and its employees.

13.15 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales.