

TERMS & CONDITIONS OF HIRE

1. DEFINITIONS

1.1 In these terms and conditions:

- 'you' means the hirer of the Goods;
- 'we/us' means The Vintage Occasion;
- 'goods' means such items that you have requested to hire from us
- 'order' means your order for the hire of goods

2. CONTRACT

2.1 The hire to you by The Vintage Occasion of the goods shall be subject to the following terms and conditions. We consider these terms and the order to set out the whole agreement between The Vintage Occasion and you for the hire of the Goods.

2.2 Please check that the details on the order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing.

2.3 Please ensure that you read and understand these terms before you submit the order, because you will be bound by the terms once a contract comes into existence between us.

2.4 The order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.5 These terms shall become binding on you and us when:

2.5.1 we issue you with written acceptance of the order; or

2.5.2 we notify you that we are able to provide the Goods for hire

whichever is the earlier, at which point a contract shall come into existence between us.

2.6 We will endeavour to allow amendments to orders provided that these are submitted to us no later than 9am on the day before due collection or delivery, but this will be dependent on availability and cannot be guaranteed.

3. HIRE

3.1 The hire period is for 1-4 days as agreed between us, which shall commence on the date that you take physical possession of the goods (either following delivery by us or collection by you). For longer periods please request a quotation. If your order is retained for longer than the hire period without prior agreement a fee of £50 per day or part day will be charged.

3.2 Goods supplied at all times remain the property of The Vintage Occasion and you shall have no right, title or interest in or to the goods (save the right to possession and use of the goods subject to these terms and conditions).

3.3 You shall at all times keep the goods in your possession or control.

4. DELIVERY & COLLECTION

4.1 Due to the delicate nature of our goods we prefer to deliver your order to you if possible, at the charge as set out below, and this will automatically be added to your order. We do not use third party couriers. If you would rather collect the goods from us, please contact us to make suitable arrangements.

- 4.2 Our delivery and collection (post event) service is available at the prices listed below:
Delivery/collection within a 10 mile radius is free
Within 20 miles £5.00 each way
Within 30 miles £ 10.00 each way
Within 40 miles £15.00 each way
41+ miles – please contact us for a quote
- 4.3 Delivery and collections times should be arranged at the time of the order. Where we are to deliver, we require full delivery details and such information and instructions that are necessary including the date and time of your event, the location and contact information for you or your representative on the day. You shall ensure that there is suitable access to enable delivery to be carried out safely and expeditiously. We may make an additional charge of a reasonable sum to cover any extra work that is required.
- 4.4 We aim to deliver by the time agreed but we cannot be held responsible for any delays of delivery or collection that may occur. When hiring items, please ensure that timings stated take into consideration possible delays.
- 4.5 In all circumstances, whether delivery by us or collection by you, please provide the name of the person who will be accepting delivery or collecting the goods. We do require a nominated person to be present upon delivery (but we understand, for example, that Brides may not want to bother with such things on their wedding day!).
- 4.6 Acceptance of delivery or collection by you or your nominated contact shall constitute conclusive evidence that you have examined the goods and have found them to be in accordance with the order. If required by us, you or your nominated contact shall sign a receipt confirming such acceptance. If there are problems with your order please advise us at this time.
- 4.7 At the end of the hire period, or on an earlier date to be agreed, you shall deliver the goods to our address or where we are collecting allow us access to the premises where the goods are located for the purpose of collecting the goods. We also reserve the right to enter such premises for the purpose of collecting the goods when you fail to redeliver the goods.
- 4.8 In all circumstances (whether you are returning the goods or we are collecting them), the goods are to be returned in the boxes they were provided in – surcharges will be applied if this is not the case.
- 5. CONDITION OF GOODS**
- 5.1 Most of the goods in our collection are no longer mass produced, so we cannot guarantee or specify sizes or colours. We will always try our best to accommodate colour themes, but please appreciate that we cannot give precise dimensions. Any samples or descriptions that we give are to provide you with an approximate idea of the goods they describe. They do not form part of the contract between you and us for the hire of the goods.
- 5.2 All goods will be provided in good condition. It is expected that some of the patterns, gilt edges, and silver-plating on many of our vintage items will be worn with age.
- 5.3 The risk of loss, theft, damage or destruction of the goods shall pass to you on delivery/collection and shall remain at your sole risk during the hire period until such time as the goods are redelivered to or collected by us. If deliveries are left at unattended premises this is at your risk.
- 5.4 As a result of the age and fragile nature of some of the china supplied by us, some items will damage easier than commercial use catering crockery. Please do take extra care when stacking and handling.
- 5.5 You shall ensure that the goods are used only for the purposes for which they are designed.
- 5.6 Washing up of goods by us is included in the hire price due to their fragile nature. We ask that any remaining food or beverage is removed (with care) from all items. Should this not occur we reserve the right to make a reasonable surcharge.

5.7 We will check the goods when we have received them back. We shall report any losses or breakages to you within 3 working days of the return. We shall be entitled to charge you normal replacement costs (as referred to in condition 6.6) and deduct the same from the deposit referred to in condition 6.4, or be entitled to payment for the same from you where the deposit is insufficient. Should lost stock be subsequently found and returned to us within 7 working days, then a refund of the relevant charges will be made.

6. PRICE AND PAYMENT

6.1 The price for hire of the goods will be as set out in the quotation provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your order. Prices are liable to change at any time, but price changes will not affect orders that are confirmed in writing. Quotations are subject to availability at the time of confirmation of the booking.

6.2 A deposit of 50% of the value of the hire is due on confirmation of your booking, payable by cash, cheque or bank transfer along with a signed copy of our Order Form and Terms and Conditions.

6.3 Balance of payment is due 14 DAYS prior to the event/hire by cash, cheque or bank transfer.

6.4 A refundable breakage deposit of £100 is required with the balance of payment which should be paid by separate cheque made payable to "The Vintage Occasion". If the Hirer causes any loss or damage to the Goods (in whole or in part), we shall be entitled to apply this deposit against such loss or damage. The deposit (or balance thereof) shall be returned to you within 20 working days of our receipt of the goods.

6.5 If you fail to make any of the payments required under conditions 4.2 and 6.1 to 6.4, without limiting any other remedies or rights that we may have, we may treat the order as cancelled by you until you have paid the outstanding amounts.

6.6 In the event of any loss or damage, replacement costs will be charged as follows:

China items	£6.00	Linen item	£15.00
Teapots/coffee pots	£20.00	Bunting	£15.00
Single tiered cake stand	£20.00	Cutlery	£2.00
2-tiered cake stand	£30.00	Sugar tongs/cake slice	£5.00
3-tiered cake stand	£40.00	Delivery box	£8.00
Glass item	£5.00		

7. CANCELLATION

7.1 If an order is cancelled by you the following charges will apply:

<u>Notice given prior to delivery date</u>	<u>Charge Made</u>
31 days or more	25% of total hire cost
Between 15-30 days	75% of total hire cost
14 days or less	100% of total hire cost

We require cancellation by telephone and then in writing to confirm a cancellation. Please do not leave voicemail messages, texts or email to cancel.

8. RESPONSIBILITY

8.1 We accept no responsibility for any damage caused by the items hired or sold. Goods are hired at your responsibility. We cannot accept liability for any claims that arise from any event concerning or involving items hired by or sold by us.

8.2 Our maximum aggregate liability for breach, whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the full hire charge paid by or due from you.

8.3 These conditions set forth the full extent to our obligations and liabilities in respect of the goods and the hiring to you. In particular, there are no conditions, warranties or other terms, express or

implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on us except as specifically set out in these conditions. Any conditions, warranty or other term concerning the Goods which might otherwise be implied into or incorporated within these conditions and the agreement between us and the Hirer, whether by statute, common law or otherwise, is expressly excluded.

8.4 We shall not in any circumstances be liable for any loss of profit, loss of revenue, loss of business, indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

8.5 Nothing in these conditions shall exclude or in any way limit:

- either party's liability for death or personal injury caused by its own negligence;
- either party's liability for fraud or fraudulent misrepresentation.

8.6 You acknowledge that we shall not be responsible for any loss of or damage to the goods arising out of or in connection with any negligence, misuse, mishandling of the goods or otherwise caused by you or your connected persons

9. Data Protection

9.1 We will only use the personal information you provide us in connection with the hire, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties other than to our legal advisors if required in connection with any breach by you of this agreement.

10. General

10.1 Neither party shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

10.2 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

10.3 This agreement (being these terms and conditions and the order) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation. No variation of this agreement shall be effective unless it is in writing and signed by the parties.

10.4 If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

10.5 If we fail, at any time while these terms are in force, to insist that you perform any of your obligations under these terms, or if we do not exercise any of our rights or remedies under these terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

10.6 A person who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

10.7 These terms and the contract between us shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

The Vintage Occasion, 2012