

Christian Faversham
Outside-catering-hire.co.uk

Terms and Conditions
Autumn 2009

Website

The website www.outside-catering-hire.co.uk is a trading name of the Christian Faversham Group. All goods therein are offered under the express understanding that the items shown are available whilst not out on hire. Orders are taken 24hrs a day via the website and therefore to save disappointment or inconvenience hire items should be booked and paid for at your earliest opportunity.

ADW

An Accidental Damage Waiver is applied to all hired items excluding lead crystal glassware. ADW is applied in case of accidental breakages of glasses (excluding lead crystal), chipped china, and general wear and tear of hired items. Broken or missing items excluded from those mentioned above (which are covered by ADW) will be deducted from your deposit. If the replacement cost of damaged or missing items exceeds the deposit the hirer will be invoiced the balance.

Value

The hire charge represents a fraction of the value of the hired goods. Replacement value is “new for old” and not “indemnity”.

Deposit

Catering, equipment hire, marquee hire, and staff supply are booked on the strict understanding that a deposit is required in advance to allocate and book your order. Remaining balances are due two weeks prior to the event. Any outstanding balances after the event will attract a late payment surcharge of 2.95% per month or part thereof.

A 50% deposit of the order value is required to confirm your order and will be returned within 5 working days of return of the hired items. Please ensure you have booked cleaning service if required. Alternatively ensure that hired items have been cleaned properly prior to returning back to Outside Catering Hire. If hired items are contaminated on return, then a cleaning charge of 35% will be deducted from your deposit.

Washing Up Service

Visitors using our website for quotes or orders may request a price with or without Washing up Service. It is essential for us that all hire items reach customers in immaculate condition. Customers who do not take advantage of the Washing up Service must return items in exactly the state of cleanliness in which they were received, i.e. they must be in a condition that allows us to hire them again immediately. Customers who opt to do their own washing up may lose their deposit if returned items are found to require additional cleaning by us.

Because we have found that it is very difficult for customers to return linens and some other items in the exact state we require for re-hire we reserve the right to charge for Washing up

Service on certain items even when the customer declines this service for the order as a whole. In this case charges Washing up Service will be clearly marked on your invoice.

Delivery

Delivery and collection services (not Saturdays) are **NOT** included in the Hire Charge set out on the website. A delivery and or collection charge “**at cost**” will be made depending on distance. Deliveries that require travelling on, or inside the M25 will be subject to an M25 surcharge, and or London Congestion Zone charge. Deliveries are occasionally “multidrop” and therefore it might be necessary to cross the London Congestion Zone, even though the delivery point is not directly inside. Delivery services are from door to door and based on our driver having unencumbered access to a convenient ground floor location. An extra charge will be made if hired items have to be carried over any distance greater than 10 metres. Delivery drivers do not, and will not carry hired items up or down stairs. Hirers should ensure that they or their representatives are at the delivery address. Wasted journeys deriving from non attendance will be charged for. Deliveries to third parties or unoccupied premises are made entirely at the hirer’s risk and will not be delivered unless authorisation is received in writing, fax or e-mail. In the case of Collection, all goods should be checked, re-boxed as appropriate and ready for immediate loading.

Delivery of hired equipment is subject to traffic network conditions and drivers hours. Delivery to the hirer or their agent is secondary confirmation of a hire period, no claims for delayed delivery, and no claims refunds can be accepted after delivery has been executed.

Outside Catering Equipment Hire is offered on the Express Condition that equipment is available for collection after 10.00am the day following the event date. If access to collecting the machine is denied a wasted collection journey will be automatically charged. Alternative collection arrangements must be made in writing and confirmed by our office.

At Cost

Delivery and collections are charged as per the Automobile Association scale of costs per mile usage of the motor vehicles. The cost of the driver and or his assistant is extra to those rates and will be reflected in the delivery levied on your invoice.

Hire period

Goods will be available for the collection or delivery by us (if delivery is booked) up to 48hrs before the event and must be returned (or collected if booked) no later than one day after. For weekend events, hired goods will be available on Thursday/Friday and must be returned without fail on the following Monday. An extra charge of 50% per day will be made if goods are returned after the due day or date.

All hired items, including packing containers, remain the property of Outside Catering Hire and should be returned.

The hirer is responsible for the safe keeping of all hired items from the time of delivery, until returned to the custody of Outside Catering Hire. Wooden items must not be stored in damp or wet conditions and will almost certainly be damaged if so. Tarpaulins and bungy straps are available for hire if you think wooden items are likely to end up outside in the elements.

es or breakages to hired items will be charged for separately at replacement cost. The hirer will be notified of es / breakages / damages once all hired items have been checked at the Outside Catering Hire warehouse. Substitute items will **NOT** be accepted.

The hirer shall fully indemnify Outside Catering Hire in respect of all claims by any person whatsoever (including the hirer, his servants, agents or employees) for death or personal injury or damage to property caused by, in conjunction with, or arising out of the use of hired items and in respect of all costs and charges arising under statute or common law or otherwise.

Linen hire charge includes the cost of laundry. Linen must be completely dry before returning. Linen can be ruined by mildew if left damp or wet. Damage by mildew, cigarettes, candle burns or hot cooking utensils will be charged to the hirer at replacement cost for each item.

Loss or Theft

If a hire item has been lost or stolen the onus is on the hire customer to replace the item or pay for at replacement cost within 24hrs of the loss having been discovered. Alternatively the hire customer may continue to extend the hire whilst the hire customer concluded an insurance claim. It may not be economical to extend the hire until the item is replaced, therefore in such uneconomical cases or where the hire customer cannot be contacted the hire customer agrees to instructions by default a solution of the cheapest option. If the hire payment has been paid by card payment the hire customer agrees to replace the missing items by the same method without the necessity for further authorisation.

Payment

The FULL order price should be paid in advance. Payment can be made by cheque payable to "Christian Faversham Group" or bank transfer (details on request). We do not currently accept credit or debit cards.

In the event of default of payment, the hirer will be required to pay all costs incurred in respect of recovery - including solicitors and any other legal fees that may be accrued.

Force Majeure

We cannot accept liability or pay compensation where the "performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure" Such events may include but are not limited to war or threat of war, riots, civil strife, terrorist activity, industrial action, natural or nuclear activity, wet or windy weather conditions, fire and all similar events outside our control".

Cancellation Rights

- Once your order is confirmed and booked you will be subject to a cancellation charge of 25% of the quoted figure excluding any services.
- Between 7 and 14 days you will be subject to a charge of 50% of the quoted figure excluding any services.
- Less than 7 days will be subject to a charge of 100% of the quoted figure.

This does not affect your statutory rights as a consumer.

Liquid Propane Gas (LPG) Diesel, Kerosene and Petrol is supplied and invoiced on the strict understanding that returned fuel is credited at half the invoiced price.

Complaints Procedure

Our approach to complaints is simple, in that our objective is 'satisfied customers'. If you have any reason for complaint, about our products, services, website, in fact anything to do with Outside Catering Hire, then we hope you will contact us. We will respond to you as soon as possible. Our aim is a top-class service so any help you, as a customer, can give us to improve would be gratefully received. All complaints will be dealt with in the strictest confidence.