

BESEATED HIRE LTD

Terms & Conditions

The following conditions apply to the hire of any item by us, Beseated Hire Ltd to you, the customer. The terms of these conditions can only be altered with our written agreement.

Acceptance of Quotation.

No contract will exist until you have accepted our quotation and paid a 25% or 50% deposit to reserve itemised stock. Quotations remain valid for 30 days from the date stated on them provided that the equipment is still available.

Balance Payment.

Payment for furniture ordered can be made no later than 14 days before the agreed delivery date unless the customer has been granted a trade account. Beseated Furniture Hire Limited agree any trade account facilities in writing.

Cancellation.

In the event that you cancel the contract, any deposit that you have paid will be forfeit. In addition, you will be liable to pay the following percentage of the hire charge quoted dependent on the Period of Notice given prior to date of commencement of the hire. The deposit shall be deducted from the percentage payable.

Period of Notice**Percentage of the Total Hire Charge**

90 days +

25% or deposit paid, whichever is the greater

61 to 90 days

50% or deposit paid, whichever is the greater

31 to 60 days

60% or deposit paid, whichever is the greater

8 to 30 days

75% or deposit paid, whichever is the greater

Up to 7 days

90% or deposit paid, whichever is the greater

Delay.

We shall not be liable for delay or failure to complete any contracts as a result of:

1. The site or venue being unsafe for access at the date and time agreed for delivery
2. The site or venue being unavailable for access at the date and time agreed for delivery

3. Loss of furniture due to theft
4. Loss or damage to furniture by fire or flood
5. Any industrial dispute or strike
6. Any cause beyond our control

Non-availability of Equipment.

If for reasons beyond our control any item of furniture booked is not available for the period of hire, we reserve the right to substitute an alternative piece of furniture. If we do so you will not have any claim against us. In the event that we cannot substitute suitable alternative items of furniture we shall notify you of cancellation of the contract immediately, in which event any deposit or other monies paid by you will be refunded immediately, but otherwise no claim shall lie against us.

Delivery to Site.

You must have the site available and in a suitable condition for delivery of the furniture at the time stated for delivery. You should either be available personally or have a representative available at the site at the time stated for delivery to check the furniture items delivered and sign the appropriate Delivery Note. If you are not present and do not have a representative at the site at the time of delivery:

1. You will be deemed to have accepted delivery of the items specified in the Delivery Note.
2. We will set out the furniture items in a location that we consider appropriate or according to any agreed plan supplied by you in advance.

Ownership.

All furniture hired remains at all times the sole property of Beseated Hire Ltd. You may not sub-hire or part with possession of the furniture

Limitation of Liability.

In the event that we fail to fulfil any terms of the hire contract our liability is limited to refund or cancellation of any hire charges. Under no circumstances shall we be liable to you for any indirect, special or consequential loss or damage (whether for loss or profit or otherwise) cost expenses or other claim for compensation whatsoever whether caused by the negligence of ourselves, our employees or agents or otherwise which arise out of or in connection with the hire of the furniture and our entire liability under and in connection with the hire contract shall not exceed the amount of hire charges. This condition shall not apply to death or personal injury caused by our negligence.

Insolvency of Customer.

If you become insolvent or are made bankrupt or come to any arrangement or scheme with your creditors, or, if you are a company, you have a liquidator, receiver or administrator appointed or if you breach any of these conditions then we may cancel the hire contract immediately and remove any furniture delivered.

Applicable Law.

These terms and conditions shall be construed according to the Law of England.