

TERMS AND CONDITIONS

1. **APPLICATION AND LAW** - These conditions shall apply to all contracts entered into by Sterling Leisure (Thames Valley) Ltd. Hereinafter called the COMPANY, and the Customer shown overleaf who is hereinafter referred to as the CLIENT. The Services(s), Acts, Entertainment, Equipment and Suppliers are hereinafter called the SERVICE. These Conditions shall override any terms or conditions sought to be imposed by the CLIENT, inconsistent herewith, which are hereby expressly excluded. The contract shall be governed by and construed in accordance with the Law of England.
2. **EXTENT OF CONTRACT** – The contract will come into being between the Company, the Service and the Client once the Client has placed an order detailing their requirements and in doing so, agree to be bound by these conditions. Any contract issued by the Company is deemed to be accepted by all parties concerned, unless any written objections are received within 3 days of the issue date. When a non-disclosure agreement is imposed by the client, this has to be received in advance to be presented legal services to check the mechanics of the NDA. All costs and charges incurred to clarify the NDA will be payable by the client, even if the service are not engaged. The Company is acting on behalf of the Client and the Service named herein and that the Client agrees that re-bookings of the Service within twelve months of the date of contract will be made through the Company or a fee of £125.00 / 12.5% (whichever is the greatest) will be payable.
3. **BASIS OF CHARGING** - The Client will pay the charges stated in the contract. Charges will commence from the time stated in the contract and will continue during the period of the event until the Service is restored to the Company against the Company's receipt. The Service must be returned in the condition to which it was provided (excluding soiling from weather conditions) otherwise a cleaning charge will be levied at a rate of, not less than 35% of the one-day hire rate. All time is chargeable, including Saturday, Sunday and Bank Holidays etc. All charges are payable on demand. If payment is not paid on the due date, the Company will be entitled to interest on the amount that is overdue at 2% monthly accumulatively and any discount will be void. Each letter sent is chargeable at £40.00 + vat. Administration charge to proceed and present to court £100.00 + vat. Expenses incurred in attending court is charged at £45.00 per hour + vat. Legal representation and additional court fees will be charged at cost. This shall be without prejudice to any other rights or remedies of the Company
4. **HIRE RATES** – The DAY rate is defined as any period up to and including 22 hours. The EVENT rate is defined as any period up to and including 72 hours. The WEEK rate is defined as up to and including 168 hours. For hire periods in excess of one week, the amount charged is based on multiples of the week rate. All rates are subject to variation to reflect corresponding variations in the Company's ruling rates at the time of delivery, but in the case of long term contracts the Company reserves the above variation rights following a minimum period of two weeks notice to the Client.
5. **MAXIMUM PERIOD OF AGREEMENT** – If the Client is an individual or partnership (including an unincorporated body of persons) and not a limited Company, the contract in force will terminate not later than three months from the commencing date of the period of the event. In such circumstances the Client shall, by not later than close of business on the penultimate day of the three months, restore the Service to the Company. Any Service not restored to the Company, will be subjected to a charge equating to the financial loss to the Company.
6. **WHEN SIGNATURE FOR RECEIPT OF SERVICE BECOME OPERATIVE** – Where for administrative convenience, the Client or his agent is requested by the Company to sign a contract before the Service is handed over or the Service is provided. The Client or his agent agrees to examine the Service at the time of the physical handover and the effect of such signature will not become operative until immediately after the physical handover.
7. **CANCELLATION OF CONTRACT** – The following charges will apply to the cancellation of Service once confirmation has been made, either written or verbal. These charges are as follows:
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| Minimum Charge to cover administration £40.00 plus V.A.T. | |
| Less than 14 days written notice | 100% of the contract fee. |
| Between 14 and 30 days written notice | 50% of the contract fee. |
| Between 30 and 60 days written notice | 25% of the contract fee. |
8. **DUTY TO RETURN** – The Client is absolutely responsible for the safe keeping of the Service during the period of the event and for its return (be it to the Company) at the termination of the agreement. If the Client fails to return the Service for whatever reason, whether as a result of theft, loss destruction or otherwise, whether due to negligence on the part of the Client or his servants or agents or not, the Client shall be liable to the Company. The Client will pay to the Company all costs incurred by the Company in rectifying the damaged or unclean condition of any Service. Additionally, the Client will pay to the Company a charge equating to the financial loss to the Company until such rectification is complete.
- In the case of the Service, which is lost or stolen or damaged beyond repair, the Client shall in all cases meet the Client's obligations under condition 13. Additionally, in any case where the loss, theft or damage aforesaid results from any breach of contract or negligence on the part of the Client, the Client accepts liability to pay for all financial loss to the Company until the indemnity referred to in condition 13 is paid. The Client's liability under this condition shall be without prejudice to any other rights of the Company.
- 8a. **CARRIAGE CHARGES** – The charges do not include carriage. Any expense incurred by the Company in delivering or recovering Service or attempting the same, will be paid by the Client.
9. **CARE MAINTENANCE AND HANDLING** – The Client shall be responsible for maintenance of the Service during the contract period. The Client shall keep the Service safe from damage. The Client shall not cause the Service to be used for any purpose beyond its capacity or in a manner likely to result in undue deterioration. The Client shall keep himself acquainted with the condition of the Service and shall not use it after it has become defective, damaged or dangerous. Should breakdown or damage occur to the Service, attributable to failure to observe its condition, or to negligence or misuse on the part of the Client or his servants or to wilful or accidental damage however occurring, then the Client shall be liable to the Company for the costs of the repairs and for the Company's lost charges while the Service is idle due to breakdown, damage or whilst repairs are being carried out.
10. **NON-APPEARANCE OR BREAKDOWN** – The Client must notify the Company of any non-appearance, breakdown or malfunction immediately. Breakdown or defects in the Service occurring as a result of normal usage or fair wear and tear will be replaced at the Company's expense and with the least possible delay. However in the case of an indeterminate Service, where repair is impractical and replacement Service not available, the Company may terminate the Service forthwith. The Company will not be under any liability whatsoever to the Client for such termination or for any consequences of breakdown. The Client shall not attempt, or authorise a third party, to undertake repairs without the express authority of the Company. Such Service must be returned to the Company for examination and rectification as required. If the Service has started to perform and the Service has a failure, which stops the performance, then the fee payable (if any) for the Service will be negotiated on behalf of the Service by the Company and the Client. In the event of non appearance at any engagement without good reason or cause (a medical certificate may be required), then the loss incurred or compensation to the Client, will be at the Service expense to a maximum liability of the fee in the contract.
- 10b. **PART PERFORMANCE** – Provided the Service is in attendance and is prepared to perform for the contract time then the full Service fee is payable, regardless of non supply of electricity or fuel, inadequate room or ventilation, a dangerous site, danger to their person or Service, aggressive or abusive behaviour, excessive consumption of alcohol by customers and guests, adverse weather conditions, or any other conditions beyond the Services' control.
- 10c. **FORCE MAJEURE** – The Company shall not be under any liability for any consequence of delay or failure in carrying out the contract caused by Force Majeure, or circumstance outside the direct control of the Company.
11. **RESPONSIBILITIES OF THE CLIENT AND COMPANY SIGNING** – The person signing the contract warrants that they have the authority of the Client to make the contract on the Client's behalf and hereby agrees to indemnify the Company against all injury losses and costs that may be incurred by the Company if this is not so. The said person hereby acknowledges that they have been instructed in the safe and proper operation of the Service. The said person and Client jointly and severally hereby undertake to ensure that no-one uses the Services(s) who is not properly instructed and to ensure that every user is in possession of instructional (if any) material supplied by the Company and shall not allow the Service to be misused. The Client or their agent shall be responsible for the loading and unloading of the Service at any address specified by the Client, including the Company's address.
12. **INFORMATION, ADVICE, ETC.** - The Company shall not be under any liability for any loss or damage, however arising from or attributable to any advice, statement or representation given by the Company, his servants or agents to the Client in relation to the use or operation of the Service, whether regarding specification, performance capability or suitability for any purpose, except to the extent the same was given negligently.
13. **INSURANCE AND IDEMNITY FOR SERVICE LOST, STOLEN OR DAMAGED** – The Client shall be responsible for insuring the Service against all risks devolving on them either by law or under this agreement. The Client agrees to insure the Service against loss, theft or damage beyond economic repair on a new for old basis or alternatively indemnify the Company in a similar amount. All monies received from an insurance company or from any other source in settlement of such claims, shall be held in trust by the Client and paid to the Company on demand. The Client shall not compromise any claim without the express consent of the Company.
14. **ELECTRICAL SERVICE** – When the Service is electrical in part, or in whole, the same should normally be used with plugs and or sockets as fitted, but if temporarily replaced with other suitable plugs or sockets, this must be carried out by a qualified person who must also reinstate to original condition. It will be the Client's responsibility at all times to arrange a suitable supply of electricity for the Service. Under no circumstances should an electrical Service be used without it being correctly earthed unless it is of double insulated specification.
15. **CONSEQUENTIAL LOSSES** – The Company shall not be liable for any consequential loss to the Client, including any expense, liability, loss, claim or proceeding, whatsoever caused by or arising out of, the late delivery, non-delivery, unsuitability or lawful repossession of the Service, or any part thereof or any breakdown or stoppage of the same. Nothing in this clause shall affect the statutory rights of a person dealing as a consumer as defined by the Unfair Terms Act.
16. **REMOVAL OF SERVICE** - Service must not be removed from the site specified by the Client when the Service was collected, or from any subsequently authorised site or from the address to which the Company delivered without the authority of the Company.
17. **RIGHT OF ACCESS** – The Client hereby authorises the Company (upon production of this document) to enter, upon any premises wherein the Company reasonably believes any Service, or part thereof to be, and if, and in so far as the Company in their absolute discretion deems necessary, to inspect, test, replace or repossess the same.
18. **DETERMINATION OF HIRE** – If the Client is in breach of this contract, the Company shall be entitled at any time to terminate this contract (such termination to be effectively immediately) and to repossess the Service or any part thereof.
19. **RIGHTS RESERVED** – Any failure by the Company to enforce any or all of these conditions shall be construed as a waiver of any of the Company's rights hereunder.
20. **SEPARATE TERM VALIDITY** – Should any term in this contract be held invalid, such invalidation will not affect the validity of the remaining terms.
21. **TAX LIABILITY** – Persons entering into this contract certify that they are responsible for their own tax liability. V.A.T. – All prices are subject to V.A.T. at the prevailing rate.
22. **REVISION DATE** – January 2017