

# Little Spoon Event & Catering Hire Ltd

## Terms & Conditions of Hire

### Definitions and Law

The Contract is the document or documents that set out these conditions and all other details about your agreement with us. "We" and "Us" mean the supplier of the hired equipment. "You" and "Agent" means the person, firm, company, corporation or public authority or body to who we supply the equipment on hire to. On delivery to a hotel a signature from hotel staff qualifies as an "Agent" signature. "Equipment" and "Goods" means the hired items referred to in the contract. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These conditions do not affect the statutory right of a person dealing as consumer as defined by the European community's (Unfair Terms in consumer Contracts) Regulations 1995 or any statutory modification of them. The contract will be governed by and interpreted in accordance with the laws of the Republic of Ireland.

### 1. Pricing

All prices, displayed in any format, are exclusive of VAT. VAT is charged at the standard rate applicable in the Republic of Ireland. We reserve the right to amend pricing without notice.

### 2. Charges

- 2.1) The basic hire charge is based on a 48-hour period, i.e. covering supply on one working day, use on the next day and return on the third working day. If the hire is for use on a weekend, the hire period would be from Friday to Monday. Hired items must be returned by 11.00AM on the agreed return date.
- 2.2) All goods hired by the company are ready for use by the client and must be returned in the same condition. If goods (excluding linen) are returned in an un-clean condition, a charge for wash-up of goods will be applied. If required, a wash up service is available and can be quoted for at the time of placing the order with the company.
- 2.3) All hire charges are subject to V.A.T. at the current rate of 23%.
- 2.4) All hire charges are incurred respective of whether the items are used or unused.

### 3. Linen Hire

- 3.1) The hire charge includes laundering.
- 3.2) Linen should be returned free from all debris & kept dry as mould causes irretrievable damage.
- 3.3) All linen damaged by fire, stains, cigarette burns, mould & tears will be charged to you at the full replacement value.
- 3.4) Linen is not to be laundered by the client. This will incur a charge if linen is damaged or discoloured.

### 4. Furniture Hire

- 4.1) You takes full responsibility for the security and safe use of the furniture until collection or return to Little Spoon Hire.
- 4.2) It is your responsibility to make sure furniture is only used for its intended purpose.
- 4.3) Furniture is not to be moved from the function room / agreed area it was hired for.

### 5. Payment

- 5.1) On confirmation of the order, credit/debit card details are required to secure the order and payment will be taken from this card. Please note should losses or breakages occur your card will be charged at the rate listed on the docket.
- 5.2) Further to this we ask for a deposit against loss or damage which is refundable on return, less the cost of replacement if applicable.
- 5.3) Deposits will only be refunded when all the goods have been returned and after checking back in of stock. Please allow for up to 7 days for your deposit to be returned.
- 5.4) Proof of identity may be requested on larger hires. Please produce a driving license and a recent utility bill for security purposes.

5.5) We accept credit /debit card. Cash & cheques are accepted supported by the appropriate cards. If you are paying by cheque, we require payment

7 days before the hire. We also accept electronic payments direct to our bank account (please ask for details).

5.6) Where we have granted monthly account facilities to you in writing, all invoices must be paid within 30 days of when the invoice was issued.

5.7) The contract and these terms and conditions come into being when you have placed an order giving details of your requirements and have agreed to be bound by these conditions and we have accepted your order by taking payment.

### 6. Delivery & Collection

- 6.1) Should delivery and or collection be required by the client there will be an additional charge.
- 6.2) The charge covers delivery/collection to ground floor sites and to within a short distance from the delivery vehicle. However, we reserve the right to adjust the charges should the delivery be deemed as difficult or unreasonable.
- 6.3) Quoted delivery charges include only for the time required to load or unload alongside our vehicle at the address you have specified. You will pay extra for any further time or attendance including staff having to spend time gathering up items, looking for items, packing them correctly etc. Or any attempt by us to carry out your pre- arranged instructions for delivery or collection which is unsuccessful due to your acts or omissions.
- 6.4) It is not always possible to deliver your order at a specific time as Little Spoon Hire vehicles will follow a pre-determined route; we will endeavour to meet your requested time.
- 6.5) Any unsatisfactory or missing items must be noted on the driver's Delivery Docket and reported to the company by the client within two hours of delivery.
- 6.6) Items for return must be available on the appointed time and date for collection. Tables should be folded down, chairs should be folded down or stacked and all other equipment should be placed in their respective containers.
- 6.7) A further charge may be levied if a second collection is required or if items are not placed in their original containers.
- 6.8) A delivery refused on arrival to address will be charged in full.
- 6.9) It is the hirer's responsibility to gain adequate insurance cover for the hired items during the hire period.

### 7. Booking Amendments

7.1) We are happy to accept amendments to your order up to one working days prior to delivery/collection but try to give as much notice as possible. Any amendments to existing orders are subject to stock availability. Payment will be taken in full at this time.

### 8. Cancellation Policy

- 8.1) We reserve the right to charge a cancellation fee equal to any reasonable financial loss incurred for the preparation and delivery of goods. You may cancel by contacting us on 089 2259770 or emailing [info@littlespoonhire.com](mailto:info@littlespoonhire.com).
- 8.2) In the event of a cancellation a rebate of hire charges will be allowed as follows:  
  
14 days or more prior to delivery/collection – no charge  
  
Up to 13 days of delivery/collection – 30% hire cost  
  
Up to 5 days of delivery/collection – 50% hire cost  
  
Up to 72hrs of delivery/collection – full hire cost

### 9. Receipt

- 9.1) You, or your agent will receive the goods and should check the quantity and condition in the presence of the driver.
- 9.2) If there is a shortage or if any of the goods are in an unsatisfactory condition, you or your agent must so endorse the driver's delivery document and you must contact the company directly within 2 hours of delivery. If this condition is not observed, no claim in respect of shortage or unsatisfactory condition of the goods will be considered.

## 10. Safety

- 10.1) It is your responsibility to make sure that no equipment is misused.
- 10.2) It is your responsibility that all people who use the equipment do so safely and are properly instructed in its safe and correct use.
- 10.3) It is your responsibility to gain adequate insurance cover for the hired items during the hire period.

## 11. When Your Signature for Receipt of Equipment Becomes Effective

Where for administrative convenience you or your agent are requested by us to sign a receipt for the equipment before it is handed over, you or your agent will be given the opportunity to examine the equipment when it is physically handed over to you or your agent. The receipt will not be effective until immediately after the physical handover.

## 12. Responsibility of hire (Your Responsibility)

- 12.1 You will be responsible for the equipment once delivered to the address specified by you. You will also be responsible for the equipment once signed for at our premises and when the equipment is transported by you or your agent. If we supply any person to assist you, they will be under your control at such times.
- 12.2 Your responsibility for the equipment begins when you or your agent receive the equipment. If it is delivered to you, your responsibility begins on delivery, reference condition 10.1, 10.2. & 10.3. Your responsibilities include but are not limited to, safekeeping of the equipment and protection against the elements, theft, vandalism or improper use. You are responsible for the return of the equipment or making clear arrangements with us for the collection of the equipment at the end of the hire. Your responsibility ends only when the equipment has been returned to our premises or has been collected and we have completed a full check for all the equipment. You must not sell or otherwise part with control of the equipment.
- 12.3 Any difficulties encountered by the client must be reported immediately to the company. Discounts sought on the basis of difficulties encountered but not immediately reported to the company will not be considered.
- 12.4 You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever (other than the equipment itself, which is governed by Conditions 17 and 18) arising out of the delivery, use, misuse with particular reference to Condition 10 hereof, non-use repossession, collection or return of the equipment or any part of it.

## 13. Electrical Equipment

- 13.1) Electrical items not working must be reported immediately to Little Spoon Hire and not touched.
- 13.2) Please ensure your power supply can maintain the voltage required by equipment hired by you.
- 13.3) It will be your responsibility at all times to arrange a suitable supply of electricity for use with the equipment.
- 13.4) We strongly recommend the use of RCD circuit breakers on all hired items that are used outdoors.
- 13.5) Under no circumstances should electrical equipment be used without it being correctly earthed.
- 13.6) You will be responsible for complying with the requirements of all relevant electricity regulations and standards during the period of your responsibility for the equipment as defined in Condition 10 of the Conditions.

## 14. Gas Equipment

- 14.1) Gas items not working must be reported immediately to Little Spoon Hire and not touched.
- 14.2) The connection to and supply of gas for equipment needs to be carried out by a registered gas installer.
- 14.3) You will be responsible for complying with the requirements of all relevant gas regulations and standards during the period of your responsibility for the equipment as defined in Condition 9 of the Conditions.

## 15. Maintenance of Equipment, Breakdown Procedures and Accident Reporting

- 15.1) You must keep yourself acquainted with the state and condition of the equipment and ensure that it remains safe, serviceable, and clean.

15.2) Any breakdown or any unsatisfactory working of the equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the equipment unless authorised by us.

15.3) The equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the equipment is involved in any accident resulting in damage to the equipment or to other property, or injury to any person.

## 16. Location of Equipment

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorise.

## 17. Limits of Our Liability

- 17.1) All times which we state or quote for delivery or collection are approximate.
- 17.2) We will not be liable for any delays caused by any circumstances beyond our reasonable control.
- 17.3) We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the equipment or any part of it.
- 17.4) Goods are hired subject to them being available for hire to the customer at the time required by the customer. We will not be liable for any loss suffered by the customer as a result of the hire goods being unavailable for hire where the hire goods are unavailable due to circumstances beyond our control.

## 18. Insurance and Your Responsibility for Lost, Stolen or Damaged Equipment

- 18.1) It is the hirer's responsibility to gain adequate insurance cover for the hired items during the hire period.
- 18.2) You will pay to us the replacement cost of any equipment which is lost or stolen or damaged beyond economic repair. You are advised to insure the equipment on this basis.
- 18.3) You will hold in trust for us and pay to us on demand all money you receive from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the equipment. You must not compromise any claim without our expressed consent.

## 19. Non-Returned, Lost, Stolen, Damaged or Unclean Equipment

- 19.1) You have full responsibility for the care and safekeeping and return in good order of the equipment.
- 19.2) Any goods lost or damaged will be charged to you at the full replacement rate. If a lost item is subsequently found it can be returned to us within two days after the hire for a refund of the replacement charges.
- 19.3) If for any reason you are unable to check quantities with our staff it is a condition of supply in the absence of definite proof to the contrary; our count is final as to both count and condition.
- 19.4) You will pay to us all costs we incur in rectifying any equipment returned damaged or unclean. Additionally, you will pay for our financial loss until such rectification is complete.
- 19.5) Where Equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

**20. Termination of Hire** - We will be entitled at any time if you break this contract or if any proceedings are commenced in which your solvency is called into question to terminate this contract with immediate effect and to repossess any or all the equipment. Such termination will not affect our right to recover from you any money due to us under this Contract or damages for breach of contract.

**21. Our Rights of Access** - You authorise us to enter any land or premises where we reasonable believe any equipment to be, in order to inspect, repair, replace or repossess it.

**22. Rights Reserved** - Any failure by us to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

**23. Separate Term Validity and Headings** - If any term in this contract is held invalid this shall not affect the validity of the remaining terms. The headings in these conditions are for reference purposes only and shall not affect the interpretation of these conditions.