



Chilly Pepper Hire

TERMS AND CONDITIONS for Portable A/C Hire Agreement

Free Phone 0500 88 99 96 Free Fax 0500 88 99 95



AN AGREEMENT made between "CHILLY PEPPER HIRE" a trading name of Chilly Pepper Hire Ltd (hereafter called CPH) Monticello House, 45 Russell Square, London, WC1 4JP and THE CUSTOMER described below (hereafter called The "CUSTOMER"). IT IS AGREED AS FOLLOWS:-

SPECIFIC TERMS (1 TO 6)

1. DURATION: This agreement shall commence on the Start Date indicated below and continue for the minimum period and then for week to week thereafter until either party giving (a) one weeks notice prior to the end of the initial contract period or (b) one weeks notice thereafter or (c) 48 hours in the event of the first week of a one week hire (see note 3 on End of Hire).

2. DEPOSIT: New CUSTOMERS will pay a deposit of £250.00. A Deposit paid with VAT can be used to offset against the final hire charge(s). Deposits without VAT will be refunded after all invoices have been settled.

3. END OF HIRE: The equipment is considered "ON HIRE" until fully returned to CPH base and is the CUSTOMERS responsibility to give due and proper notice and obtain an "OFF HIRE" number from CPH.

4. BREAKDOWN COVER: The CUSTOMER will NOT be charged for breakdowns or repairs occurring through normal use. CPH will replace any faulty machines(s) within one working day. However no refunds of hire charges will be back dated prior to any notification of a fault or problem and a Fault Number obtained from CPH

5. CUSTOMER LIABILITY: The CUSTOMER takes full responsibility and liability for the machine(s) on premises and until the unit is returned to CPH base. The CUSTOMER will be charged for all loss and damage.

6. PAYMENT TERMS: All sums are subject to VAT and will be invoiced by CPH at suitable intervals to be paid within 21 days. On overdue sums CPH shall be entitled to a £25 administration charge(s) per month and interest (which shall accrue from day to day) at the rate of 3% per month. Where credit and debit cards are used it is agreed that CPH can settle one or more sums against the same card with an additional non refundable 2.75% card charge. All refunds (i.e. deposits) can only be made to the CUSTOMER

GENERAL TERMS (7 TO 13)

7. HEALTH & SAFETY: Both CPH and The CUSTOMER shall abide by current Health and Safety regulations.

8. EMPLOYMENT: Should the customer employ via any means a CPH employee or subcontractor within 12 months of last working on the CUSTOMERS site(s) the CUSTOMER will immediately pay CPH 18% of the likely annual salary/fee in due consideration for the introduction.

9. LIABILITY: CPH is not liable for consequential loss or damage including 3rd party claims. In no event shall the aggregate liability of CPH to the CUSTOMER or persons claiming through him for any loss or damage to the CUSTOMERS property exceed £1,000,000. CPH shall not be liable for any delay, loss, injury, or damage caused by any conditions beyond its reasonable control

10. EARLY TERMINATION: The CUSTOMER may terminate this contract at any point however the CUSTOMER will be liable to pay CPH the then outstanding Full Contract fee indicated below and any outstanding monies including invoices yet to be submitted within seven days.

11. PURCHASE ORDER and numbers issued by the CUSTOMER are to ease and facilitate payment only.

12. ENGLISH LAW: Both parties agree to this agreement being governed by the laws of England and will submit to the jurisdiction of the English Courts.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement unless amendments are attached in writing to this agreement and signed by an officer of CPH.



2008/1

Customer			
Customer Invoice Address			Phone:
			Fax:
Start Date:	/ / 20	Accounts email:	
Minimum Period	days / weeks / months	NOTE:- minimum notice thereafter = 1 week	
Initial Rental per Week	Item:-	£	+vat
	Item:-	£	+vat
	Item:-	£	+vat
	Item:-	£	+vat
	Item:-	£	+vat
Deposit	£	+ vat	
Carriage	each way £	+ vat	< Tick if in Congestion Zone + VAT
Signed			Date
Name (capitals)	Position:		
Delivery/Site Address			
Site Contact	Mobile:		