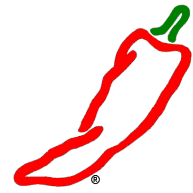




# Chilly Pepper Hire



## TERMS AND CONDITIONS for Portable A/C Hire Agreement

Phone 020 7078 3930 Fax 020 7206 2066

Email:- accounts@chillypepperhire.co.uk

AN AGREEMENT made between "CHILLY PEPPER HIRE" (hereafter called CPH) Monticello House, 45 Russell Square, London, WC1 4JP and THE CUSTOMER described below (hereafter called The "CUSTOMER"). IT IS AGREED AS

### 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 non VAT. This can be used to offset against the final hire charge(s).

**3. END OF HIRE:** It is the CUSTOMERS responsibility to give due and proper notice and obtain an "OFF HIRE" number from CPH however the equipment remains "ON HIRE" until fully received back at CPH base.

**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 their premises and until the unit(s) is returned to CPH base. The CUSTOMER will be charged for all penalties 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 reduced to 7 days on termination. On overdue sums CPH shall be entitled to a £35.00 + VAT administration charge(s) per month and interest (which shall accrue from day to day) at the rate of 3% per month. All refunds (i.e. deposits) can only be made to the CUSTOMER. 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 3.7% card charge.

### 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. ON 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 to 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:** Whilst this Agreement constitutes the entire agreement unless amendments to the terms 1 to 13 are attached in writing to this agreement and signed by an officer of CPH and it is agreed that empty or incomplete boxes below can be completed by CPH including ongoing requested additions.

2014/2

<b>Customer</b>			
Customer Invoice Address		Switch Board:	
		DDI:	
		Mobile:	
		Fax:	
Start Date:	/ /20__	Accounts email:	
Minimum Period	days / weeks / months	<b>NOTE:- minimum notice thereafter = 1 week</b>	
Initial Rental per Week	Item:-	£	+vat
	Item:-	£	+vat
	Item:-	£	+vat
	Item:-	£	+vat
	Item:-	£	+vat
Deposit	£		
Carriage	each way £	+ vat <input type="checkbox"/>	< < tick if in congestion zone + VAT
Signed		Date	
Name (capitals)		Position:	
Delivery/Site Address		Mobile No:	
Site Contact		Mobile No of person accepting delivery	

## Chilly Pepper Hire

Notes:-

### General Notes On Completing this Agreement

1. This Agreement can be completed on your computer or filled in by hand when printed.
2. Unless you have Adobe Digital Signature, you will have to print this out (in the end), so that you sign it by hand.
3. Once completed, please either scan and email back or fax to the details that you will find at the top of the agreement.
4. If delivery is urgent then please ring 020 8844 1665 to let us know you have sent it.
5. Any questions ring Tech Support 020 8844 1665

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