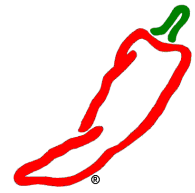




# Chilly Pepper Hire



## TERMS AND CONDITIONS for Portable A/C Hire

### Agreement

Phone 020 7078 3930

Email:- contracts@chillypepperhire.co.uk

AN AGREEMENT between "CHILLY PEPPER HIRE" (hereafter called CPH) Chilly Pepper House, Southwood Manor Farm, Burhill Road, Hersham, Surrey KT12 4BJ and THE CUSTOMER described below (hereafter called The "CUSTOMER").

#### SPECIFIC TERMS (1 TO 6)

- 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).
- DEPOSIT:** New CUSTOMERS will pay a deposit of £250.00 or lodge a valid Card as security and future payments. This can be used to offset against the final hire charge(s).
- 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 into the hands of CPH.
- 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.
- CUSTOMER LIABILITY:** The CUSTOMER takes full responsibility and liability for the machine(s) on their premises and until the unit(s) are returned to CPH. The CUSTOMER will be charged for any and all penalties. The CUSTOMER will be charged for any loss or damage to unit(s) unless agreeing to the optional CPH damage waiver payment at the start of hire.
- PAYMENT TERMS:** CPH will invoice at suitable intervals to be paid within 21 days (reduced to 7 days on termination). On overdue sums CPH shall be entitled to a £45.00 arrears 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. It is agreed that CPH can continually settle outstanding sums with the same credit and debit cards. Non card payments will attract a 3% discount.

#### GENERAL TERMS (7 TO 13)

- HEALTH & SAFETY:** Both CPH and The CUSTOMER shall abide by current Health and Safety regulations.
- 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.
- LIABILITY:** CPH and its equipment are not liable for any loss or consequential loss or damage including fire and 3rd party claims whilst on your premises. The CUSTOMER will maintain their own insurance to cover fire and risk etc. and from third party claims from visitors to the CUSTOMERS premises in these or any event the interest of CPH shall be noted on the CUSTOMERS policy.
- 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.
- PURCHASE ORDER(S)** issued by the CUSTOMER are for the ease of the CUSTOMERS own internal administration only.
- It is **AGREED** that empty or incomplete box(es) below can be completed by CPH, including ongoing requested additions.
- 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.
- ENTIRE AGREEMENT:** 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.

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

# Chilly Pepper Hire

## General Notes for Completing this Agreement

1. This agreement (PDF) can be completed on your computer or filled in by hand when printed.
2. Unless you have Adobe Digital Signature installed you will need to print out the document and then sign it.
3. Delivery and collection is a standard charge of £58 each way within the M25 (irrespective of the number of units), or £29 each way for local deliveries within 4 miles of our Walton-on-Thames depot. Please contact Chilly Pepper Hire to discuss longer deliveries outside the M25.
4. Please tick those boxes which are applicable. Note you will be charged for those options you select:-  
Congestion charge (currently £11.50).  
Stairs or extra hand required £56 per visit  
Damage waiver – one off charge of £3 per unit covers accidental damage to the unit (see clause 5)
5. Once completed, please scan and email back the Hire Agreement to [contracts@chillypepperhire.co.uk](mailto:contracts@chillypepperhire.co.uk)
6. If delivery is urgent then please ring 0208 8441665 to confirm we have received your agreement and arrange a delivery slot.
7. Any questions please ring for technical support on 020 8844 1665 or consult the online help page on our website [www.chillypepperhire.com](http://www.chillypepperhire.com)

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