

# // Café Catering Trailers Ltd

## Catering Trailer Hire

### HIRE AGREEMENT TERMS & CONDITIONS

#### 1. INTERPRETATION

##### 1.1 In this Agreement:

1.1.1 "Owner" means Café Catering Trailers Ltd, at Unit 2, Lamberhurst Farm, Dargate, Kent. ME13 9EP.

1.1.2 "Goods" means the catering trailer described on the front of this form and any replacement for the catering trailer and includes all accessories and other equipment.

1.1.3 "Hirer" means any person who signs the Agreement personally, or by an agent, and where more than one of them jointly and severally.

1.1.4 "Hire Charge" means the sum set out on the front of this form as the "Hire Charge".

1.1.5 "Hire Booking Deposit" means the sum set out on the front of this form as the "Hire Booking Deposit".

1.1.6 "Hire Security Deposit" means the sum set out on the front of this form as the "Hire Security Deposit".

1.1.7 "Hire Period" means the period beginning on the date set out on the front of this form as the "Start Date" and ending on the date set out on the front of this form as the "Return Date" on which the Goods are returned to the Owner; or, if the Goods are stolen or damaged beyond repair, the date on which the Owner's insurer confirms that it will accept that the Goods have been stolen or damaged beyond repair.

1.1.8 "3 year rent and buy scheme" has additional terms and conditions which form part of this agreement.

#### 2. HIRE SECURITY DEPOSIT

2.1 The Full amount of the Hire Security Deposit must be paid at the time of picking up the Goods.

2.2 The Hire Agreement will not proceed if the Hire Security Deposit is not paid.

2.3 If personal hire the hirers passport will be held as security for the length of the hire and 2 household utility bills must be shown at time of hire.

2.4 Any refund of all or a portion of the Hire Security Deposit will only take place after inspection of the Goods, and the cost or value of any damage to or loss of the Goods will be deducted there from before such repayment, which is to be within 21 days of the return of goods.

#### 3. HIRE BOOKING FEE

3.1 The Full amount of the Hire Booking Deposit must be paid at the time of initial booking.

The booking will only be confirmed when:

3.1.1 This Agreement is signed by the Hirer and

3.1.2 The Hire Booking Deposit is received.

3.2 The Hire booking fee secures the dates for your hire and is non refundable.

#### 4. RENTAL OF GOODS

4.1 The owner agrees to hire the Goods to the Hirer for the Hire Period and Hirer agrees to take the goods on hire for that period on the terms and conditions set out in this Agreement. The hirer is entitled to use the Goods for the Hire Period and for any agreed extension of the Hire Period. The Hirer agrees to return the Goods to the Owner on or before the end of the Hire Period.

4.2 The Owner will not refund any contracted Hire Charges if the Hirer elects to return the Goods prior to the end of the contracted Hire Period, regardless of reason (included but not limited to weather). The security deposit can be used to offset unpaid contracted hire charges. The weekly hire charge can be higher if hire period is shortened.

4.3 The weekly rental charge is based on length of hire, if goods returned early the weekly rental charge can be adjusted accordingly.

#### 5. HIRERS' WARRANTIES

5.1 The Hire Warrants that:

5.1.1 the particulars on the front of this form are correct in every respect and are not misleading in any way including, without limitation, or by omission;

5.1.2 if the trailer is to be moved after delivery the Hirer holds a current drivers licence and is over the age of 25 years old. The Hirer must ensure at all times the Goods are towed only by persons holding a current motor vehicle drivers licence in the UK of the appropriate class and their name listed on the front of this form. The Hirer must also ensure the Goods are not misused or abused and are fully insured whilst in the hirers possession.

5.1.3 The Goods will not be used for any illegal purpose or in any race or speed test or for the conveyance of any excessive loads or inflammable, corrosive or explosive material or in any way which breaches a condition of registration or insurance of the goods.

5.1.4 That their vehicle is suitable for towing the Goods.

5.1.5 The Hirer must not, without the prior written consent of the Owner, modify, or permit any modifications of the Goods in any way so that the Goods no longer comply with the manufacturers specifications or so that any warranty given by the manufacturer might of would be invalidated and;

5.1.6 The Hirer agrees that the Goods comply with their description, are in merchantable condition and are fit for the Hirers purpose.

#### 6. HIRERS' OBLIGATION

6.1 The hirer will:

6.1.1 Immediately upon accepting delivery of the Goods inspect the Goods. If, as a result of that inspection the Hirer is not satisfied as to the condition, quality, safety and road worthiness of the Goods or if there is any discrepancy between the description of the Goods and the Goods as delivered, the Hirer must immediately advise the Owner in writing of the details of the defect or discrepancy. If the defect or discrepancy is established to the Owners satisfaction the Owner will remedy the defect or discrepancy as soon as possible.

6.1.2 Maintain the Goods in good and substantial repair and condition (fair wear and tear excepted) and return the Goods in good order, repair and in clean condition and only use the Goods as they would be used by a careful and prudent owner.

6.1.3 Not use the Goods for any illegal purpose.

6.1.4 Use the Goods in accordance with all Laws and Government Regulations pertaining to the use of the Goods and in a proper manner.

6.1.5 Report any damage to, or loss of the Goods to the Owner immediately when such damage or loss occurs.

6.1.6 Be liable for any breach of this Agreement committed to by the Hirers servants or agents; and

6.1.7 Indemnify the Owner of any loss (including legal costs) incurred by the Owner in relation to any breach of the Agreement and for any liability arising out of any such breach.

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### 7. INDEMNITY

7.1 The Hirer agrees to use, operate and possess the Goods at the Hirers risk.

7.2 The Hirer agrees that the Owner will have no responsibility or liability for any losses or damage to the property of the Hirer.

7.3 To the full extent permitted by the law, the Hirer releases, discharges and indemnifies the Owner from all claims and demands on the Owner arising out of or consequent upon the use or misuse of the Goods during the Hire Period.

7.4 The Owner will suffer no claim from the Hirer for reimbursement of accommodation costs, loss of deposits or any extra or sundry costs involved due to the failure of the Goods, either through accidental damage, mechanical breakdown or such event during the Hire Period.

### 8. LOSS, DAMAGE OR BREAKDOWN OF THE GOODS

8.1 The hirer will be responsible for any loss or damage to the Goods irrespective of how the loss or damage occurred (fair wear and tear excepted) up to the value of the trailer and its contents.

8.2 If there is a breakdown or failure of the Goods then the Hirer shall return the Goods to the Owner, at the Hirers expense and the Hirer shall not attempt to repair the Goods.

8.3 If such breakdown or failure is caused by the Hirers negligence or misuse of the Goods and the Goods are thereby rendered incapable of being hired out by the Owner, then the Hire Period shall only end when the Goods have been repaired or replaced (and which costs shall be at the Hirers expense).

### 9. INSURANCE

The hirer must take out fully comprehensive insurance coverage for the trailer for the full period of hire.

### 10. REPOSSESSION

10.1 The Owner may retake possession of the Goods if the Hirer breaches any provision of this agreement.

10.2 If repossession takes place, the Owner will charge the full contracted Hire Charge irrespective of the time of repossession.

### 11. COMPLETION OF THE HIRE PERIOD

11.1 Return of all Included Items as listed on the front of this form must be made; otherwise the Hirer is responsible for the replacement cost of same.

11.2 The Hire Period is completed only when the Goods have been returned to Café Catering in the same condition as when they were hired.

11.3 The Goods must be returned on or by the 'return' date. A late fee of £220 per day will be charged if the Goods are not returned by the 'return' date, unless prior arrangements are made with the Owner.

11.4 If the Goods require cleaning after return to the Owner a soiling fee of £200 shall be payable.

### 12. TYRE DAMAGE

12.1 Cost of tyre punctures throughout the Hire Period become the responsibility of the Hirer and will be charged at the normal repair rate should the Goods be returned with a punctured tyre.

12.2 The cost of replacement tyres, should they be required due to shredding or blowout throughout the Hire Period is the responsibility of the Hirer. If the Hirer is required to purchase new rather than second hand tyres, upon return of the Goods, the Owner will negotiate with the Hirer a fair and reasonable amount of compensation to allow for wear and tear of the pre-existing tyres. To facilitate this, receipts and old tyre casings are to be returned with the Goods, to the Owner.

### 13. CLEANING CHARGES

Café Catering reserves the right to withhold from the bond a cleaning fee if the trailer or equipment is not returned in what Café Catering deems a suitably clean condition, this includes where considered necessary treatment for apparent strong odours such as cigarette and tobacco smoke, fish etc.

Abrasive cleaners or cloths/sponges are not to be used on any surfaces.

### 14. GOVERNING LAW

This Agreement and the hire of the Goods are governed by the Laws of England and any proceedings arising from this Agreement shall be brought only in England.

### 15. HEALTH & SAFETY AND FOOD HYGIENE

The hirer takes full responsibility for all issues relating to Health & Safety during the hire period and is responsible for ensuring that all Food, Health and Hygiene and registration with Environmental Health authorities are complied with.

### 15. 3 YEAR RENT & BUY SCHEME

See separate schedule for terms & conditions.

I have read, understood & accept the terms and conditions noted above of this hire agreement

Signed by the Hirer: 1. \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signed by the Hirer: 2. \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signed by the Hirer: 3. \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_