

Red Pepper Events & Cater Hire Terms & Conditions

Any quotation or estimate given by RP Event Management & Cater Hire Scotland (T/A Red Pepper Events & Cater Hire) is an invitation to the Client to make an offer only and no order of the Client placed with Red Pepper Events & Cater Hire in pursuance of a quotation or estimate or otherwise shall be binding on Red Pepper Events & Cater Hire unless, and until, it is explicitly accepted by Red Pepper Events & Cater Hire.

Any Contract shall incorporate and be subject to these Conditions and no Contract shall exist until Red Pepper Events & Cater Hire has received either a signed acceptance of these Conditions from the Client; completion of an online booking enquiry; a booking or order by telephone, email or other means; a deposit or payment from the client.

PRICE

The price of the services is exclusive of Value Added Tax, which will be charged at the rate applicable at the appropriate tax point. If, after the date of Red Pepper Events & Cater Hire acceptance of order, any increase occurs in the costs necessarily incurred by Red Pepper Events & Cater Hire in supplying the Services, including but not limited to materials, labour, transport, overheads or other items which Red Pepper Events & Cater Hire has to pay or incur in the performance of the contract, then the amount of any increase in such costs shall be added to the contract price.

Where the price has been quoted in Red Pepper Events & Cater Hire's quotation or estimate based on the Client's specification then Red Pepper Events & Cater Hire reserves the right to vary the price for the Services should the Client's specification change.

PAYMENTS

The Client shall pay to Red Pepper Events & Cater Hire a non-refundable deposit that shall be calculated in relation to the cost of the Services to be provided and which shall be deducted from any further amounts due Red Pepper Events & Cater Hire by the Client. On receipt of the deposit Red Pepper Events & Cater Hire standard terms of Contract will apply. In the event that the deposit is not paid then Red Pepper Events & Cater Hire shall be entitled to terminate the Contract with immediate effect.

Unless the Contract otherwise provides the Contract price for the Services shall be payable within thirty days of the date of Red Pepper Events & Cater Hire invoice. The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle Red Pepper Events & Cater Hire upon the expiration of ten days notice in writing to the Client to suspend further performance of the Contract pending payment and in addition Red Pepper Events & Cater Hire shall be entitled without liability wholly or partially to cancel the Contract or any other contract between Red Pepper Events & Cater Hire and the Client without prejudice to any other remedy available to Red Pepper Events & Cater Hire.

Red Pepper Events & Cater Hire shall be entitled to interest on any part of the Contract price not paid by its due date from that date until actual payment at the rate of three per cent (3%) per annum above the Base Lending Rate of The Royal Bank of Scotland prevailing from time to time during such period.

CANCELLATION CHARGES

If an Event is cancelled by the Client for whatever reason, then the Client shall pay to Red Pepper Events & Cater Hire (which the Client hereby agrees is reasonable) the following in addition to any deposit already paid:

- (a) Where an Event is cancelled 9 or more weeks before the start of the Event 25% of the estimated Revenue
- (b) Where any Event is cancelled 8 to 5 weeks before the start of the Event 75% of the estimated Revenue
- (c) Where an Event is cancelled 4 to 2 weeks before the start of the Event 95% of the estimated Revenue
- (d) Where an Event is cancelled within 14 days of the start of the Event 100% of the estimated Revenue

POSTPONEMENT

Where postponement of an Event or completion of the Services is agreed by Red Pepper Events & Cater Hire the Client shall, if required by Red Pepper Events & Cater Hire, pay all costs and expenses caused by such postponement. In addition the Client hereby agrees to pay for any pre booked and prepaid services, products and facilities where refunds are not due. If performance of the Contract is suspended at the request of or delayed through default of the Client including (without prejudice to the generality of the foregoing) lack of, incomplete or incorrect instructions Red Pepper Events & Cater Hire shall be entitled to payment at the Contract rate for Services already performed and any other additional costs incurred.

If the date of an Event is changed ("the Deferred Event") then any deposit received by Red Pepper Events & Cater Hire or work carried out will where reasonably practicable be applied to the Deferred Event

CLIENT'S OBLIGATIONS AND UNDERTAKINGS / REDUCTIONS IN ESTIMATED NUMBER OF ATTENDEES

In addition to the other obligations set out in these Conditions the Client agrees to:

- (a) Confirm at the time the Contract is made and as accurately as reasonably practicable the number of people attending each Event;
- (b) Confirm at least three (7) working days prior to the date of the Event the total number of people attending each Event
- (c) Supply Red Pepper Events & Cater Hire with a final list of people due to attend an Event before the start of the event to enable Red Pepper Events & Cater Hire to confirm attendance or to put in place other procedures to provide evidence of attendance
- (d) If the final number of attendees is less than the estimated number of attendees as stated on the confirmation of booking Red Pepper Events & Cater Hire will charge for 75% of the estimated number of attendees at the time the contract is made.

PERFORMANCE

If Red Pepper Events & Cater Hire is prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control (including but without limitation damage or destruction to an Event venue, and failure by any third party to carry out its obligations and food or labour shortages) and whenever occurring further performance of the Contract shall be suspended for so long as Red Pepper Events & Cater Hire is so prevented or hindered provided that if the performance of the Contract is suspended for more than two (2) consecutive calendar months the Client shall be entitled by notice in writing to Red Pepper Events & Cater Hire forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Client shall pay at the Contract rate for all Services supplied and materials used by Red Pepper Events & Cater Hire to the actual date of such termination Red Pepper Events & Cater Hire Ltd shall have no liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of Red Pepper Events & Cater Hire's inability to perform its obligations under the Contract by reason of any such circumstances.

LIABILITY

The liability of Red Pepper Events & Cater Hire for any claim or claims for direct injury, loss or damage made by the Client against Red Pepper Events & Cater Hire whether in contract or in tort (including negligence on the part of its staff or agents) arising out of or in connection with any defect in the Services or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of its staff or agents in the performance of the Contract (including, without limiting the generality of the foregoing, breach of any condition or warranty whether express or implied by statute, common law or otherwise howsoever) shall be limited to the Contract price Red Pepper Events & Cater Hire shall have no liability in respect of damage or loss to the property of the Client or any third parties attending an Event.

No employee, representative, agent or officer of Red Pepper Events & Cater Hire shall be authorised to commit Red Pepper Events & Cater Hire to any admission of liability whatsoever and Red Pepper Events & Cater Hire shall not be bound by any such admission unless it is explicitly stated in writing and executed on behalf of Red Pepper Events & Cater Hire

Nothing in these Conditions shall limit or exclude the liability of Red Pepper Events & Cater Hire in respect of death or personal injury resulting from the negligence of Red Pepper Events & Cater Hire, its employees or agents.

HIRE OF EQUIPMENT AND OTHER FACILITIES – SPECIFIC TERMS & CONDITIONS

All equipment, facilities and other property used in connection with an Event shall be the sole responsibility of the Client who shall be liable for the full cost of replacement or repair in the event of theft, damage or any other loss being suffered. The Client shall be solely responsible for the health and safety of all third parties attending an Event and shall ensure that all such persons conduct themselves in an appropriate manner at all times.

All orders are accepted subject to our terms and conditions, which shall form part of and govern the contract of hire. Prospective hirers are therefore requested to make themselves familiar with same. In these terms and conditions the word "Owner" shall be deemed to refer to Cater Hire Scotland Ltd and/or RP Event Management Ltd t/a Red Pepper Events & Cater Hire. The "Hirer" means the person or Company who ordered the equipment.

The prices specified on the Price List are for one day's hire only. Goods are supplied the day prior to use and returned the day after use unless supplied otherwise as agreed.

Additional days hire incur additional hire charges at a reduced rate.

The hiring shall be deemed to continue until all equipment is received by the Owner.

Hire rates include fair wear and tear only, and when equipment is returned in a condition other than when received by the Hirer a charge for cleaning, reconditioning, renewing or replacing will be made where considered necessary by the Owner. Damage through damp or wet will be charged for. Table Linen must not be packed away damp as mildew can occur within hours and will be charged for. Any cloth or other equipment returned damaged with sellotape of any variety, drawing pins, blu tack or similar, wax or ink will be charged at full replacement cost.

Substitutes for lost, damaged or broken equipment cannot be accepted. Equipment returned which is not the property of the Owner will be retained for a period of 4 weeks.

After this time the Owner reserves the right to dispose of such equipment.

The Hirer shall pay in respect of all equipment not returned, a sum equal to the standard list price of such equipment. Red Pepper Events & Cater Hire figures to be taken as final. Hire charges will not be taken into account in calculating the monies due under this clause. The Owner is not responsible for returning to uplift goods that were unavailable for collection at the delivery point on the agreed date. The Owner will NOT search through premises to locate items.

All equipment let out on hire, including equipment charged for under the previous clause above, always remains the property of the Owner, and Hirers shall, so far as they lawfully can, assist the Owner to resume possession of any equipment not returned, when appropriate credit will be given.

The Hirer is wholly responsible for all equipment from time of delivery until returned, and liable for damage during transit, or due to fire, theft, burglary, breakages or other losses, and should ensure safekeeping of equipment awaiting collection. In his own interest, the Hirer should arrange insurance cover.

Equipment should be checked by the Hirer, before use, and any deficiencies should be reported immediately to the Owner. Phone (07764203999 or 07921311743).

Claims for refunds after completion of hire, on the grounds that some of the equipment was not used, arrived damaged, or was missing on delivery, cannot be considered.

Should the Hirer wish to cancel or alter an order, after same has been accepted by the Owner, notifications must be made to the Owner IN WRITING at least 48 hours before dispatch, and the Owner reserves the right to make an additional charge. Goods

cancelled on the day of delivery will be charged at 100%, the day prior to delivery will be charged at 75%, two days prior to delivery will be charged at 50% of the hire charge.

The Owner will take every precaution to ensure that the equipment is clean and in good condition upon delivery.

All deliveries of equipment will be made to the nearest point undercover at ground level at Hirer's premises. Goods must be returned to the point of delivery and stacked/packed the way they were delivered. An off-site labour charge of £60.00 per hour + vat charged in 15 minute blocks will be made for further sub-deliveries, setting up or dismantling

equipment, or for tracing shortages. Drivers and porters may not be authorised to check equipment. Off site checking is available at the stated off site labour charge.

Delivery times are, at our discretion, between 08.00 and 18.00. Business hours are 09.00 to 17.00 Monday to Friday. Out of Business hours call outs are charged at £75.00 before midnight or Saturdays and £150 after midnight or Sundays unless previously arrange/agreed at alternative rates.

If deliveries are to be made within the Hirer's or a third party's premises the Owner will accept no responsibility and will not be liable for any damage or loss resulting to Hirer's or third party's premises.

In the event of heavy demand upon our stock, the Owner reserves the right to substitute any item or items.

All goods must be paid for on or before delivery. Third party invoicing cannot be considered. All invoices charged to account holders must be settled net 30 days.

Accounts not paid within this period will be considered overdue and may be referred to our debt management consultants incurring further costs which the Hirer will be liable for. Interest will be charged at 5% of overdue balance per month or part thereof.

The Owner retains the right to repossess the equipment should the Hirer contravene any of these conditions and the Hirer by acceptance thereof obliges self to give access to the Owner for that purpose. The execution of any order is subject to variation or cancellation from any cause beyond the Owners control e.g. fire, strikes, lockouts, storm, tempest etc.

These terms and conditions of hire are effective from 01 January 2016 and supersede all previous terms and conditions.