



Terms and Conditions of Hire

DEFINITIONS

The Complete Contract is the document or documents that set out these terms and conditions, the Rental Agreement and all other details relevant to a particular agreement and is referred to as the "Contract". This agreement the "Supplier" is **Kit N Kaboodle**. "Hirer" is the **Person, Company, Firm, Corporation or Public authority** taking the supplier's equipment on hire. "Equipment" is the hired item(s) supplied to the Hirer from the Supplier as detailed in the Rental Agreement." Period of Hire, Security Deposit and the hire charge" are detailed in the Rental Agreement.

PAYMENT

The Hirer will pay the Hire Charge stated in the Contract. Hire Charges will commence from the time stated, and will continue during the Period of Hire until the Equipment is restored to the Supplier in a clean and serviceable condition against the Supplier's receipt, time is chargeable including weekends, Bank Holidays etc. Charges are payable on demand, beyond the original Period of Hire shall continue at a daily rate at **twice the daily rate** specified in the Rental Agreement.

Supplier agrees to hire the Equipment to the Hirer subject to **availability** and as specified in the confirmation Email / Telephone call at the Rental cost agreed. The full hire cost together with the Deposit must be made 4 weeks prior to date of delivery, or when the order is confirmed if this is less than 4 weeks before delivery date. Security Deposit is subject to clauses 8 and 9 below.

MAXIMUM PERIOD OF AGREEMENT

If the Hirer is an individual or partnership (including an unincorporated body of persons) and not a limited company the Contract will terminate no later than **3 three months** from the commencing date of the Period of Hire. In such circumstances the Hirer shall by no later than close of business on the last day of the said **3 three months** restore the equipment to the Supplier. **Equipment not restored** to the Supplier will be subject to a charge equating to the financial loss to the Supplier.

DELIVERY AND COLLECTION

Delivery and collection of Equipment must be agreed by both parties and will be subject to confirmation by Email, Text, or Telephone. Will be confirmed using Google Maps where delivery charges apply and will be charged at the rates stated in the delivery section of the shopping basket order dependant on the postcode being delivered to. Delivery/Collections outside of postcodes offered are subject to agreement between the Hirer and the Supplier.

RESPONSIBILITIES OF THE HIRER AND THE PERSON SIGNING

The Hirer must review the confirmation and any errors or queries must be notified to the Supplier within **48 hours of receiving the confirmation**. If the Supplier does not receive any alterations, it will be assumed that the details of the confirmation are correct and the Equipment will be made ready for delivery / collection as per contract / confirmation.

The Hirer must **check** the Equipment on receipt to ensure it is undamaged, in good working order and fit for intended purpose. Hirer must notify the Supplier immediately if any items are faulty. Under no circumstance shall the Hirer repair or attempt to repair the Equipment unless authorised by the Supplier. Manufacturer's Instructions will be provided by the Supplier with all the Equipment **Needing such instructions**. The Hirer must read these carefully prior to using the Equipment and adhere to these when using the Equipment.

The Hirer may not **sub-lease or loan** the Equipment to any person. Hirer is responsible for ensuring the equipment is used in a safe and sensible manner, only for the intended purpose and in accordance with

the manufacturer's instructions. The Hirer must return or have collected the Equipment at the agreed time and place stated above unless alternative arrangements are agreed with the Supplier during the Period of Hire. Returning the Equipment by courier or other means, the risk of loss or damage in transit will be the Hirer's.

SECURITY DEPOSIT (IF APPLIED)

Provided the Equipment is returned to or collected by the Supplier on the last date of the Period of Hire, as agreed between the Supplier and the Hirer, clean and in the same condition as the Hirer received them, the Supplier shall return the Security Deposit to the Hirer in full.

NON RETURNED, DAMAGED, OR LATE RETURN OF EQUIPMENT

The Hirer accepts full responsibility for the care and safekeeping of the Equipment during the Period of Hire. Equipment is **not returned clean and in the condition** in which it was hired, the Supplier **reserves the right to retain part** or all of the Security Deposit paid by the Hirer.

If receipt of the Equipment is **later** than the agreed return date, the Hirer will be entitled to retain part or all of the Security Deposit paid by the Hirer.

If the Equipment is **lost, damaged beyond economic repair, or stolen**, then the Hirer shall pay to the Supplier on demand, **the full replacement cost** of the Equipment and the Supplier is entitled to retain all or part of the Security Deposit towards such replacement cost.

7. Refunds and Cancellation Policy.

In the event that you need to cancel your holiday we will refund your equipment rental charge (deducting any delivery fees that have already been paid) on the following basis:

- a) Cancellation notified up to 2 weeks before the rental start date: 100%
- b) Cancellation notified between 14 and 2 days before the rental start date: 50%
- c) Cancellation within 48 hours of the rental start date: 0%

OWNERSHIP

Equipment remains the property of Kit N Kaboodle at all times.

CONSEQUENTIAL LOSS

Subject to the provisions of the Unfair Contract Terms Act 1977 (as amended) the Supplier is not responsible for any direct or indirect damage, injury, loss, claim, cost or expenses (including inconsequential loss) incurred by the Hirer or any other person arising out of the Hirer's, or any other persons use of the Equipment.

COSTS, EXPENSES AND INTEREST

Any additional expense incurred by the Supplier in the recovery of the Equipment or any fees or expenses payable by the Hirer under this contract shall be payable in full by the Hirer with interest from the date incurred or due until payment at a daily rate equivalent to 4% above the Base Rate of the Bank of England over the equivalent period. Payment of any lesser sum than the amount due shall not discharge the Hirers obligations under this agreement.

All of our equipment is maintained to a high standard, is stored in a clean environment and is thoroughly inspected before each hire as well as being thoroughly cleaned and serviced after every use. However, some of our customers may be on holiday with their pets so please take care to tell us if your child suffers from any allergy associated with domestic animals.

From time to time, and for reasons beyond our control, it may be necessary to supply you with different equipment from that specified in our product range. However, if this occurs the equipment supplied will be of at least equal or higher specification

CONTINUING CONTRACT

If the Hirer wishes to **extend** the period of the hire. They must inform the supplier **24hrs** before the end of the contract period.

Should any item in this Contract be held to be invalid, such invalidation will not affect the validity of the remaining items.

BREACH OF CONTRACT

The Supplier shall be entitled at any time, if the Hirer is in breach of Contract, to terminate this Contract

(such termination to be effective immediately) and to repossess the Equipment or any part thereof.

RIGHTS RESERVED

Any failure by the Supplier to enforce any or all of these conditions shall not amount to, or be interpreted as waiver of any of the Supplier's rights or claims.

The Supplier cannot accept responsibility for any failure or delay on the Suppliers part to fulfil the Suppliers obligations in the Contract where such failure/delay is caused by circumstances beyond the Supplier's control.

GOVERNING LAW

This Contract shall be governed by the Law of England & Wales and the Supplier and Hirer hereby submit to the non-exclusive jurisdiction of the United Kingdom Courts.

Please look after all equipment as if it were your own.

We aim to provide a highly professional and reliable service at all times. To help us to maintain our high standards we would appreciate your feedback, be it good or bad. Please tell us if you feel that our service has not met the high standards you expect from us or if you feel that there is anything we could be doing better. Your feedback helps us to improve our service and to give our customers a better rental experience.