

## Terms and Conditions

Please read these terms and conditions. They are binding on all customers and govern the supply of all goods and services by hirepatioheater.com (hereinafter called the "supplier"). No addition, deletion or any other alternative to the terms shall apply, unless specifically agreed in writing by the supplier. All orders are accepted from the purchaser (hereinafter called the "customer") by the supplier subject to the following terms and conditions which shall form part of and govern the Contract of Sale and/or Hire. Acceptance of goods or service is deemed to be acceptance of these terms and conditions.

Your statutory rights under the sale of goods act are not affected.

**1.0 Definition of Terms**  
 1.1 "Owner" or "Supplier" is hirepatioheater.com, Unit 7 Meadowbrook industrial centre, Maxwell Way, Crawley, West Sussex RH10 9SA.  
 1.2 "Customer" and "Hirer" is the company, firm, person, corporation or authority specified overleaf and includes its successors or personal representatives.  
 1.3 "Week" is seven consecutive days including public holidays  
 1.4 "Equipment" covers all classes of Air Conditioning Units, Climate Control equipment and / or accessories.  
 1.5 "Hire period" is the period from when the equipment leaves the suppliers depot until it is received back at the supplier depot.

**2.0 Availability of Goods**  
 2.1 We will endeavour to comply with the date named for despatch or delivery. The date given is intended as an estimate only and is not to be the essence of the contract. All equipment is offered subject to availability at the date of receipt of order.  
 2.2 This offer is only valid for our offer area, please check this on call 0800 440 444 to see if your area qualifies.

**3.0 Suitability and delivery in Good Order**  
 3.1 The choice of the equipment shall be the sole responsibility of the customer. No warranty is given or implied by the supplier as to suitability of equipment for any particular purpose whether or not such purpose is made known to the supplier.  
 The equipment shall be deemed in good order and condition in accordance with the terms of contract and the "Customer's" satisfaction unless notification is received by the "supplier" within 24 hours of the equipment being delivered to site.

**5.0 Access Route**  
 5.1 A suitable access route for delivery and collection is to be provided by the customer with unrestricted entry and approach; these should be clearly specified on purchase orders or at the point of order.  
 5.2 It is the customer's responsibility to advise the supplier at time of order of any difficulties regarding access. This includes but is not limited to off/on loading space, parking, entrances, stairs and lift access. Failure to inform us of access problems may mean that we are unable to stay to schedule and may mean that we are unable to deliver the equipment and/or materials. In this case full fees may be charged.

**6.0 Loading and Unloading**  
 6.1 Unless otherwise specified delivery is to kerb side or goods in / reception only.  
 6.2 The 'customer' shall assist in the unloading and reloading of the equipment at any site where the driver could deem the terrain as difficult. The driver supplied by the supplier shall be deemed to be under the 'customers' control and the customer shall be responsible for any damage caused. The 'customer' is to ensure all possible obstructions are cleared.

**7.0 Cancellations**  
 7.1 Cancellations made six months before the order due date are fully refundable. Cancellations three months before the order due date will be subject to an administration fee.  
 7.2 Cancellations made less than three months before the order due date are not eligible for a refund. Any deposits taken by us are refundable less the above charges in the event of the customer's cancellation.

**8.0 Payment Terms**  
 8.1 If the supplier has granted a credit account to the customer then payment of any and all charges due under the contract, including VAT, shall be made in full cleared funds by 30 days from the date of the invoice unless other credit terms are agreed in writing between the supplier and customer.  
 8.2 Where a credit account has not been granted then payment of any charges or any other sums due under the Contract should be made with the Customer's order for equipment, goods or services. Payment by the Customer on time under the contract is an essential condition of the contract. Payment shall not be deemed to have been made until the supplier has received cleared funds.  
 8.4 Credit accounts can take up to one week to establish if written trade references are required (subject to status).  
 8.5 Our offer stated is not subject to further discount, retentions or delayed payment of any kind.  
 8.7 Cancellation charges will apply.  
 8.9 All works, including work that may cause noise or any form of disturbance to occupants, will be uninterrupted and take place during normal hours (Mon - Fri 08.30 - 16.30). All out of normal hours work is chargeable.

8.10 The weekly hire rate is based on a minimum hire period and set with the Hirer's commitment stated on their initial purchase order. Should the equipment be off hired before this period the Supplier will invoice the full amount of the agreed period.  
 8.11 Should the hire period be extended from the initial minimum period the weekly rates stated at the onset will apply and rounded to the nearest full week. Reasonable effort will be made to gain a continuation Purchase Order.

**9.0 Credit Limits**  
 9.1 If the Supplier has granted a credit account to the Customer, The Supplier may set a reasonable credit limit. The Supplier reserves the right to terminate or suspend the Contract if allowing it to continue would result in the customer exceeding the credit limit.  
 9.2 The supplier has the right to suspend or terminate any contract for a period of up to 5 days from receipt of full payment by the customer.

**10.0 Invoice Queries**  
 10.1 The Customer should notify the supplier of any queries concerning invoices in writing within 14 days of the invoice date. The credit account payment terms shall be extended to credit account payment terms for unresolved invoice queries that have been notified after 14 days have elapsed from the invoice date.  
 10.2 The Supplier reserves the right to amend his rates by giving seven days notice in writing to the hirer at any time after the minimum hire period stated on the contract has expired.  
 10.3 The customer shall not be entitled to withhold any payment due, or sum owing to The Supplier for any reason.

**11.0 Credit Card Payments**  
 11.1 In order to ensure continuity of service, the supplier operates an auto renewal policy on all the services it provides to customers. Upon expiration of your initial term, your services shall be automatically renewed for the same period as your initial term, at which point the supplier shall charge the credit / debit card held on your account.

**12.0 Overdue Accounts**  
 12.1 Should any portion of an account fall overdue then the total account will become due on demand. The Supplier will be liable for reasonable legal charges incurred by the Supplier in the recovery of amounts due, Equipment and/or Goods. In addition The Supplier may charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at Bank of England base rate plus 8% and/or may suspend further services to the Customer.

**13.0 Unpaid cheques**  
 13.1 Cheques received by the supplier and subsequently returned by the suppliers bankers unpaid, will attract and unpaid cheque fee of £35.00 + VAT administration costs. This fee will apply each time an item is returned unpaid by the supplier's bankers.

**14.0 Price**  
 14.1 The prices of the goods shall be in accordance with the supplier's current prices, which are subject to change and subject to VAT. Orders are accepted on the basis that the prices charged shall be the prices ruling at the date of despatch. Price lists do not constitute an offer.  
 14.2 Hire charges shall accumulate during the hire period and may be calculated on a daily of weekly rate.  
 14.3 Unless otherwise stated therein quotations shall be available for acceptance for a maximum period of 30 days from issue and may be withdrawn at any time by written or oral notice.

**17.0 Site Access Requirements**  
 17.1 We require at least two contact / key holders with mobile numbers, who may be contacted prior to site attendance (24/7) to verify suitable access requirement and supervision will be provided. It is the customer's responsibility to advise us if these details change, to allow us to update our records.  
 17.2 It is the customer's responsibility to de-activate any security during out of hours.  
 17.3 It is the customer's responsibility to ensure that existing mains power supply is suitable and sufficient.  
 17.4 hirepatioheater.com cannot accept responsibility for the building security.  
 17.5 Representatives from hirepatioheater.com will be supervised at all times during site visits put of hours.

**18.0 Claims**  
 18.1 No liability for any claim for damage will be accepted unless the purchaser notifies the supplier in writing within 72 hours of delivery.  
 18.2 Where our offer includes connecting to or using existing services, such as (but not limited to) pipe work, cabling, drains, brackets, etc. hirepatioheater.com accept no responsibility for the condition of these existing services, nor any consequential occurrence which may result thereto.  
 If any equipment is involved in any accident resulting in injury or death to persons or damage to property, the customer shall immediately inform the supplier of such notification in writing within 2 days.

**19.0 Property and Risk**  
 19.1 So long as any amounts remain owing from the purchaser to the supplier, title to the ownership in question will remain with the supplier and will not pass to the purchaser until the supplier has received payment in full. At any time after the due date of the payment of any amounts owing from the purchaser to the supplier, or its legally appointed agents, reserves the right to enter the purchaser's premises and remove there from any goods which remain the property of the supplier.  
 19.2 From the time of despatch of the goods by the supplier until the time of the delivery to the purchaser, the risk of any loss or damage to the goods shall be borne by the supplier and thereafter the goods shall be at risk of the purchaser.  
 19.3 The goods remain the property of the supplier at all times during the hire period. The supplier, or its legally appointed agents, reserves the right to gain access to property at all reasonable times should it become necessary to reclaim the goods hired

**20.0 Consequential Loss to Third Party and to the Owner**  
 20.1 No liability will attach to the owner for any consequential loss or damage due to any failure in the equipment or non-arrival or late delivery of the equipment or any breach of contract whatever by the owner for any cause whatever, including the negligence of the owner or the owners employees.

**21.0 Supply of Goods and Services**  
 21.1 This shall apply in all cases where the Contract is for the supply of Goods and Services including installation services by the supplier at the site.  
 21.2 The supplier shall by given suitable access to the site to enable the supplier to carry out or complete contract works.  
 On completion of works the customer shall forthwith inspect the works completed and the customer shall be deemed to be satisfied and accepted the works unless it immediately notifies the supplier of its dissatisfaction in writing giving reason.

**22.0 Returned Goods**  
 22.1 The supplier will not accept goods returned for credit unless such return has been authorised in writing and the goods are received by the supplier in good condition.  
 22.2 The supplier reserves the right whether to accept the goods or whether to rectify the goods or whether to issue a credit note in respect thereof.

22.3 The purchaser shall, unless otherwise stated, be responsible for the cost of carriage and insurance in respect of all goods returned by the purchaser to the supplier for service or credit. The goods shall be at the risk of the purchaser until actual receipt thereof by the supplier.

**23.0 Delivery**  
 23.1 Our costs for delivery, unless stated elsewhere, are based on a single consignment to site during normal working hours (Mon-Fri 08.30-16.30hrs). Additional costs for out of hours, weekend or multiple deliveries are available on request.

**24.0 Maintenance, Care and Alterations to Hire equipment**  
 24.1 The customer shall be responsible for maintaining the equipment in the same condition as on the date of its delivery and returning the equipment on completion of hire in a good clean condition (fair wear and tear expected). Any loss, damage or cleaning costs will be charged to the customer.  
 24.2 No alteration, modification testing or repairing shall be carried out on equipment without prior consent of the Owner.

**25.0 Inspection**  
 25.1 The Hirer shall at all times allow the owner, the owners agents or servants to have reasonable access to the equipment to inspect, test, adjust, repair or replace same.

**26.0 Period of Hire**  
 26.1 Unless otherwise provided for in this agreement, the period of hire commences on the day the equipment leaves the owners premises and terminates on the date it is received back there or in a site nominated by the owner, both days being included in the period of hire.

26.2 It is the customer's responsibility to ensure that the equipment is ready for collection. If the supplier is unable to collect the equipment will remain on hire and charges for failed collection will be charged. The customer remains responsible for the equipment during this time.

**27.0 Hire - Termination**  
 27.1 The contract shall be terminated by 48 hours notice in writing by the Hirer.  
 27.2 The owner's responsibility to ensure that the equipment is returned forthwith and repossesses the equipment in the event of the Hirer failing to comply with any of the conditions herein contained. All additional costs will apply and be forwarded to the Hirer.

27.3 It is the responsibility of the Hirer to make equipment available at the termination of hire. Should the customer or venue prevent us from collecting any or all of the hired items at the end of the hire period, we reserve the right to charge for any additional hire period, losses, expenses, waiting time and all additional costs in order to re-collect.

27.4 Where the period of hire is indeterminate or having been defined indeterminate the contract shall be terminable by 48 hours notice in writing given by either party to the other, in the event of the hirer desiring to terminate the contract and failing to give such notice, hire for the period of 48 hours notice shall be chargeable.

27.5 If the hire is terminated prematurely the owner is entitled to payment for the minimum hire period stated.  
 27.6 In the event of any damage (however caused) of any equipment and/or materials, the customer remains responsible for the equipment and the relevant charges will be made.

**28.0 Loss and Damage**  
 28.1 During the continuation of the hire period the hirer shall make good to the owner all loss or damage to the equipment or extra chargeable items from whatever cause the same might arise (fair wear and tear excepted). The hire period shall be deemed to continue until a lost or stolen item is paid for.  
 28.2 The owner accepts no liability or responsibility for any loss or damage due to or arising from the equipment becoming unusable through any cause whatever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the equipment or its contents.  
 28.3 In the event of any loss or damage (however caused) of any equipment and/or materials, the customer agrees to reimburse the supplier the full retail costs of the goods lost. The customer also agrees to pay other expenses, i.e travelling, administration & buying fees, purchasing costs, carriage costs and the loss of hire revenue until the supplier can replace the goods lost or damaged. The customer is responsible for all items hired to the customer under this agreement from the point of delivery to the customer until the hire contract is terminated, and all items hired are safely collected and returned to the supplier.

**29.0 Hire - Insurance**  
 29.1 The customer shall insure and keep the equipment and its accessories comprehensively insured to the full replacement value thereof stated on the agreement against all the usual risks including loss or damage by fire, flood, accident or any other cause. The customer shall also fully and completely indemnify the owner in respect of all claims by any reason whatever for injury to persons or property caused by or in conjunction with or arising out of the use of the equipment and in respect of all costs or charges in conjunction therewith whether arising under statute or common law.  
 The hirer shall ensure that the equipment is insured so that in the event of total destruction of the equipment the owner shall be entitled to replace the same at the owner's current list sale price. The hirer will be responsible for the cost of removal of a damaged or written off unit.

**30.0 Public Liability**  
 30.1 The customer agrees that once the supplier has delivered equipment and/or materials that responsibility for public liability becomes the customers. Public Liability needs to be in force for the duration of the hire until the equipment and/or materials have been collected or returned to the supplier.

**31.0 Consequential Loss to Third Party and to the Owner**  
 31.1 The hirer will attach to the owner for any consequential loss or damage due to any failure in the equipment or non-arrival or late delivery of the equipment or any breach of contract whatever by the owner for any cause whatever, including the negligence of the owner or the owners employees.

**32.0 Rental and Payment Terms**  
 32.1 If the Supplier has granted a credit account to the Hirer then payment of any and all charges due under the contract, including VAT, shall be made in full cleared funds by 30 days from the date of the invoice unless other credit terms are agreed in writing between the Supplier and the Hirer.  
 32.2 Where a credit account has not been granted then payment of any charges or any other sums due under the Contract should be made with the Hirer's order for Equipment or Goods. Payment by the Hirer on time under the contract is an essential condition of the contract. Payment shall not be deemed to have been made until the Supplier has received cleared funds or cash.

32.3 The weekly hire rate is based on a minimum hire period and set with the Hirer's commitment stated on their initial purchase order. Should the equipment be off hired before this period the Supplier will invoice the full amount of the agreed period.  
 32.4 Should the hire period be extended from the initial minimum period the weekly rates stated at the onset will apply and rounded to the nearest full week. Reasonable effort will be made to gain a continuation Purchase Order.

32.5 Odd days at the end of the initial hire period shall be charged at 20% of the weekly rate, per day.  
 32.6 This Agreement shall remain in force, subject to earlier termination as provided herein, for the initial term and shall automatically renew and remain in force successive one year terms (the "renewal terms") thereafter unless either party shall give notice of termination by written notice to the other at least thirty (30) days prior to the expiration of the initial term or any renewal term. If the customer wishes to terminate the contract after the initial term then the customer agrees to pay the company as liquidated damages a sum equal to the following amount:  
 In the case where the customer has received a service during the last two months a sum equal to the total monthly charge over the preceding three months.  
 In the case where the customer has not received service for at least two months a sum equal to the last monthly charge multiplied by three  
 In the case where, due to circumstances beyond the company's control, service does not commence within three months of the commencement date, a sum equal to one quarter of the expected total annual price as determined by the frequency and prices detailed above.

**33.0 Sub-Let and Change of Site**  
 33.1 The hirer shall not re-hire, sell, charge, pledge, put with possession of or otherwise deal with the equipment or its contents and shall protect the same against distress, execution or seizure and shall indemnify the owner against all losses, damages, charges and expenses that may be occasioned by any failure to observe and perform this condition.  
 33.2 The hirer shall not assign his rights hereunder nor sub-let or lend equipment or any part thereof to a third party without the prior written consent of the owner.  
 33.3 The hirer shall not move the equipment from the site to which it is delivered unless prior written consent is obtained from the owner.

**34.0 Identification Marks**  
 34.1 The owner retains the right to affix a mark or place on the equipment identifying it as the owner's property and the hirer shall not remove, deface or cover up the same.

**41.0 Personal Information**  
 41.1 hirepatioheater.com may use your personal information for the following purposes:

- to identify You when You contact us;
  - To help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information You have provided, any information we hold about You and information from third party agencies (including credit reference agencies);
  - to help administer, and contact You about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
  - to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
  - to help to prevent and detect fraud or loss;
  - to contact You in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless You have previously asked us not to do so;
  - Where we are contacted for breakdown assistance service using a mobile telephone we or our agents may provide details of the relevant telephone number to the mobile telephone network providers, through our agent, to enable us to record the geographical location of the handset as part of the breakdown information in order to assist us in locating the caller.
- We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.  
 We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We and other organizations may use and search these records to help us make decisions on credit related services for You and customers of Your company;
- help make decisions on air conditioning and/or climate solutions
  - track debtors, recover debt, prevent fraud, and to manage Your accounts
  - trace Your identity to prevent money laundering unless you give us other satisfactory proof of identity.
- Accepted by the Customer of delivery of the Products or services shall be deemed to constitute unqualified acceptance of these conditions.