



## Virginias Vintage Hire Ltd

### TERMS AND CONDITIONS 2021/2022

All equipment hire is subject to these terms and conditions irrespective of value, hire period or favours.

#### **Parties**

1. The Hirer is Virginias Vintage Hire Ltd and/or Virginias Vintage Hire Scotland
2. The Hiree is the person or business names on the invoice

#### **General Terms**

1. "Hire Goods" means any equipment, furniture, props or article together with any accessories which are hired to the Hiree.
2. All quoted prices are subject to a standard rate of VAT at 20.0%.
3. Installation & set up is not included in our basic hire prices.
4. Quoted prices are valid for 1 month. After this period if you have not paid your deposit, your order may be subject to price increases.
5. It is the responsibility of the Hiree to ensure all Hire Goods listed on the invoice are correct. Please check your invoice and notify Virginias Vintage Hire if any amendments are required.
6. The Hiree assumes all responsibilities & liabilities once the Hire Goods have left Virginias Vintage Hire premises until they are returned to us. Where Virginias Vintage Hire has offered a delivery & or collection service, once items have been delivered, the Hiree assumes all responsibilities & liabilities until the Hire Goods have been collected by Virginias Vintage Hire.
7. Any packaging provided with Hire Goods should be stored by the client during the event & returned with the Hire Goods. Any damaged or lost packaging will be charged for (excluding bubble wrap).
8. The Hiree undertakes all safety measures for Hire Goods in compliance with safety & fire regulations. It is essential health & safety practice to keep all items away from heat sources as flammable materials may have been used in the manufacture of Hire Goods.

9. Unless agreed by Virginias Vintage Hire in advance, all Hire Goods are for indoor use only. Any items used outside are done so entirely at the Hiree's risk.
10. All Hire Goods are 'used' & therefore reasonable signs of wear & tear will show as they are continual hire items. If you are unable to view the items on your order in person, please be aware that the colour and condition may differ from the images on the website. It is your responsibility to inform us of any specific requirements regarding colour, condition and suitability for your project.
11. Virginias Vintage Hire reserves the right to replace Hire Goods with a suitable substitute in the event of unavailability.
12. Virginias Vintage Hire cannot be held financially responsible for any expense incurred between client and the venue with regards to Hire Goods use or storage.

### **Hire Period**

1. Advertised hire rates are for a standard 3-5 day period commencing when Hire Goods are signed for upon delivery by us or collection by the Hiree or transport arranged by the Hiree.
2. Longer hire periods can be discussed and are quoted on an individual basis. Hire periods cannot be extended without prior agreement in writing with Virginias Vintage Hire.

### **Payments**

1. A deposit will be payable to confirm the order. We ask for 50% of the total hire cost (including the transport if booked) to confirm the booking and upon receipt of this we will reserve your Hire Goods for you. This is a non-refundable payment. The remaining balance is to be paid at least 30 days before the event.
2. We must have cleared funds for the full order amount prior to delivery.
3. Late returns will be charged at a daily hire rate up to seven days, after which they will be charged at double the standard daily hire rate.

### **Amending Orders**

1. Orders can be amended up to 1 month before your event date if a deposit to secure the furniture has been received.
2. Covid-19 related amendments, please see separate C-19 document

### **Late Payments & Terms**

1. Invoices are due for payment within 7 days of issue, late or non-payment may result in the order being cancelled and any part payment or deposit being forfeit by the Hiree to cover costs and missed sales.
2. If an invoice remains unpaid post event, a charge of £40 for debts of up to £999.99, £70 for debts up to £9999.00 or £100 for over £10000 will be added. These costs will in itself need to be paid in full to halt any debt collection proceedings. These prices are excluding VAT.
3. The Hiree will also be liable for all reasonable costs and expenses incurred in collection of the debt including but not exhaustively court fees, solicitor fees and time spent.
4. In some cases, this may be passed to a Third Party Debt Collection to whom all costs will be deferred.

### **Loss / Damage and Insurance**

1. The Hiree agrees that during the hire period the Hire Goods shall be kept in good repair and condition.
2. All Hire Goods to be returned clean and in good condition.
3. It is highly recommended that all Hire Goods should be insured by the Hiree from the time of delivery/ client pick up to time of collection/client return to ensure that the Hire Goods are fully covered with regard to theft, damage and public liability risks.
4. Any loss, breakages or damage to Hire Goods where possible will be repaired by Virginias Vintage Hire or a professional repair service and will be charged on the basis of cost of restoration (including where appropriate any depreciation in value) Items not returned or which cannot be suitably restored will be charged at insurance risk value, which can be requested for at time of hire. We will invoice for costs for these repairs and replacements.
5. Excessive cleaning costs may be charged. Some Hire Goods such as soft furnishings have a mandatory 10% cleaning waiver added to cover cleaning costs.
6. The Hiree understands and agrees that items hired are for indoor use only except as specifically notified by the Hirer. If extreme weather is forecast during the hire period it is the responsibility of the Hiree to ensure that all Hire Goods are removed from outside areas to ensure they are safe and dry. The Hirer reserves the right to make an additional charge in respect of any damage caused to Hire Goods by damp, wet or general outdoor use.
7. Please do not use candles directly on any of the Hire Goods. Removal of candle wax will be charged for.
8. Please do not use staples, nails or similar directly on any of the Hire Goods. The Hiree may be liable for any injury to staff caused by leaving these in situ or partially removed.

## **Liability**

1. Virginias Vintage Hire shall not be responsible for any injury or damage to person or property arising from the use of the Hire Goods.
2. The Hiree is responsible for the safe handling of all Hire Goods and associated equipment. Two people are required to carry tables, sofas and other heavy items. Please ask for further information if you are unsure about moving or carrying any Hire Goods.
3. All Hire Goods are checked and regularly maintained. Due to the nature and age of the items hired you hire these at your own risk.
4. All Hire Goods have been tested and checked before delivery - however in the event of any uncertainty please contact our office before attempting use.

## **Delivery and Collection by Virginias Vintage Hire**

1. Deliveries/collections are based on our drivers having easy access to a ground floor location only between the hours of 8am-6pm. Any different to this we must know in advance as extra hands may be required. If additional staff are required, this is charged at a rate of £60 per hour per person. If we are not informed Virginias Vintage Hire reserve the right to not deliver if it's deemed unsafe or unsuitable. Please review the Access Considerations document for more information.
2. We prefer to deliver to your venue prior to the date of your event to ensure Hire Goods arrive on time. If you wish us to deliver on the day of your event, then the Hiree does so at their own risk. We have every measure in place to make sure Hire Goods arrive on time but cannot account for events out of our control.
3. The Hiree must provide a representative to meet the driver at delivery & collection, in order to confirm the condition of the Hire Goods and sign for the safe delivery. Any damage or shortfall must be agreed, noted on the contract and signed off by both parties. If the Hiree or a representative of the Hiree is not present for delivery or collection, our delivery/collection note is final.
4. Additional delivery charges may apply that are beyond our control. Such examples are congestion charges & dispensations charges. Parking fines as a result of not informing us of adequate delivery and collection areas may also be chargeable.
5. **Delivery** is undertaken as standard with two members of Virginias Vintage Hire's staff and charged for as Installation Crew. This charge warrants the Hiree to a maximum of 2 hours whereby the crew will put all of our furniture in situ as per the Hiree's plan or request. Any additional time can be purchased at £25/hour/crew + VAT. The Installation Crew Charge can be removed from the quote; however the responsibility lies to the Hiree to ensure adequate assistance is in place for the delivery of the Hire Goods. Delivery may be refused if adequate assistance is not in place due to Health & Safety regulations based on the weight of some of the items of furniture and will be charged for in full.

6. **Collection** is undertaken as standard with two members of Virginias Vintage Hire's staff and charged for as De-Rig Crew. This charge warrants the Hiree to a maximum of 2 hours whereby the crew will remove all of our furniture from the location. Any additional time can be purchased at £25/hour/crew +VAT. The De-Rig Crew Charge can be removed from the quote however, the responsibility lies to the Hiree to ensure adequate assistance is in place for the delivery and collection of the Hire Goods. Collection may be refused if adequate assistance is not in place due to Health & Safety regulations based on the weight of some of the items of furniture and re-collection will be charged for in full.
7. Deliveries or collections during unsocial hours (6pm - 8am) can be arranged. Please ask for fees if required.

### **Delivery and Collection by Courier/Own Collection**

1. Orders booked where the Hiree arranges transport with a courier or their own transport Virginias Vintage Hire can advise on vehicle sizes and can recommend a trusted courier service if required.
2. Items are collected from our warehouses at one of the following addresses:

Devon Branch: Unit 19C1 Flightway, Dunkeswell, Honiton, EX14 4PB.

Scottish Branch: Unit 8 & 10, Mid Friarton, Friarton Road, Perth. PH2 8EL.

3. Your driver will need to quote your name on arrival. Our team will help with loading and then provide a delivery note, which will require a signature.
4. When collecting in person, the Hiree must make sure the appointed courier/driver has an appropriate vehicle and take full responsibility for the safe handling of Hire Goods including heavy and large items. Virginias Vintage Hire reserve the right to not load if we feel the you have sent unsuitable transport.
5. All collections and deliveries must be made Monday – Friday 8.30am – 5.00pm. To allow sufficient time for loading, we require transport to arrive no later than 4.30pm. Please let our team know what time we can expect you/your driver on both collection and delivery date.
6. Hire Goods to be collected are not palletised and are only wrapped or packaged if appropriate (eg small or fragile items). We require courier companies and Hiree's who provide their own transport to provide blankets and ties so Hire Goods can be secured to prevent damage during transit.
7. The Hiree is responsible for discussions with their nominated courier or driver regarding venue access considerations and any assistance required for unloading/loading.
8. Please do not leave Hire Goods unattended outside our warehouses at anytime. Lost or stolen items will be charged for.

**Cancellations**

1. To cancel your hire, you must inform us in writing. As deposits are non-refundable, each individual case will be taken on its own merit however the company is not required to refund any payments.
2. If the hire of our goods and services is unable to be fulfilled due to reasons such as, fire, flood, terrorist activities, pandemic but not limited to, the hirer assumes all responsibility for incurred losses and needs to have the relevant insurance policies in place to cover such events. No refunds will be offered in line with these terms.

**How Virginias Vintage Hire May Use Your Personal Information**

1. Provide delivery drivers with your contact details so they can contact you regarding delivery and collection logistics.
2. Inform you about products and services that Virginias Vintage Hire provide. You may opt out of receiving this information at any time by writing to Virginias Vintage Hire.
3. We may use your logo or images in our promotional material to make it known that we have acted for you; you have the right to refuse this.
4. Virginias Vintage Hire will not give your personal data to any third party other than contractors (unless otherwise agreed by you)
5. All images and wording on our website and Facebook page and other social media are copyrighted to us and may not be used by anyone other than us without prior permission.

If you have questions at any time, please contact our head office:  
Unit 19C1, Flightway Busines Park, Flightway, Dunkeswell, Devon, EX14 9PN  
email: [hello@virginiasvintagehire.co.uk](mailto:hello@virginiasvintagehire.co.uk)  
[www.virginiasvintagehire.co.uk](http://www.virginiasvintagehire.co.uk)  
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