



# CHILLY PEPPER HIRE

**TERMS AND CONDITIONS for  
Portable A/C Hire Agreement**  
Phone 0500 88 99 96 Fax 0500 88 99 95

**AN AGREEMENT made between "CHILLY PEPPER HIRE" a trading name of CITY FACILITIES MANAGEMENT Ltd (hereafter called CFM) Nightingale House, 1-7 Fulham High Street, London, SW6 3JH and THE CUSTOMER described below (hereafter called "The CUSTOMER"). IT IS AGREED AS FOLLOWS:-**

## SPECIFIC TERMS (1 TO 6)

1. **DURATION:** This agreement shall commence on the Start Date indicated below and continue for the minimum period and then for week to week thereafter until either party giving (a) one weeks notice prior to the end of the initial contract period or (b) one weeks notice thereafter or (c) 48 hours in the event of the first week of a one week hire (see note 3 on termination).
2. **DEPOSIT:** The CUSTOMER will pay a deposit of £250.00 or three weeks rental per machine whichever is the greater. This deposit will be refunded upon final settlement of all invoices or can be offset against hire charges, loss or damage.
3. **TERMINATION:** The equipment is considered "ON HIRE" until fully returned and is the CUSTOMERS responsibility to give due notice and obtain an "OFF HIRE" number from CFM.
4. **CFM COVER:** The CUSTOMER will not be charged for breakdowns or repairs occurring through normal use. CFM will replace any faulty machines(s) within one working day. **CFM COVER LIMITATION:** No refunds or hire charge adjustments will be made and or back dated prior to any notification of a fault or problem and a Fault Number obtained from CFM.
5. **CUSTOMER LIABILITY:** The CUSTOMER takes full responsibility and liability for the machine(s) on his premises until the unit is returned. The CUSTOMER will be charged for all loss and damages.
6. **PAYMENT TERMS:** The costs for these services are subject to VAT and will be invoiced by CFM to The CUSTOMER every two weeks or at various intervals and paid within 21 days. CFM shall be entitled to £25 administration charge(s) per month and interest (which shall accrue from day to day) at the rate of 3% per month on all outstanding sums. **Payment by credit or debit card(s) will be charged an additional 2.75% plus VAT**

7. Both CFM and The CUSTOMER shall abide by all Health and Safety regulations.
8. Should the customer employ via any means a CFM employee or subcontractor within 12 months of last working on the CUSTOMERS site(s) the CUSTOMER will immediately pay CFM 18% of the likely annual salary/fee in due consideration for the introduction.
9. CFM is not liable for consequential loss or damage including 3rd party claims. In no event shall the aggregate liability of CFM to the CUSTOMER or persons claiming through him for any loss or damage to the CUSTOMERS property exceed £1,000,000. CFM shall not be liable for any delay, loss, injury, or damage caused by any conditions beyond its reasonable control
10. The CUSTOMER may terminate this contract at any point however the CUSTOMER will be liable to pay CFM the then outstanding Full Contract fee indicated below and any outstanding monies including invoices yet to be submitted within seven days.
11. The CUSTOMER "Officers" personal liability and under The Insolvency act 1986 Section 212 is limited to the first thirteen weeks from this agreement Start Date in the event that the CUSTOMER should for any reason be unable to pay any monies owed under this agreement for that period. CFM will not persue officers liability after thirteen weeks payment.
12. Both parties agree to this agreement being governed by the laws of England and will submit to the jurisdiction of the English Courts.
13. This Agreement constitutes the entire agreement unless amendments are attached in writing to this agreement and signed by an officer of CFM.

2003/5



## GENERAL TERMS (7 TO 13)

Customer		
Address		
Phone		Fax:
Start Date		
Minimum Period		<b>minimum notice thereafter = 1 week</b>
Initial Rental per Week		+ vat
Deposit		+ vat
Carriage		+ vat
Signed		Date:
Name (capitals)		Position: