



TERMS & CONDITIONS

Orders

1. Quotations are not acceptance of an order.
2. On acceptance of an order, confirmation will be processed and confirmed in writing.
3. On receipt of the confirmed booking details, the customer is responsible for checking the order and advising immediately, in the event of any discrepancies.

Charges / Security Deposit

4. All prices quoted are exclusive of VAT and all orders are subject to VAT at the current rate.
5. A security deposit of 25% of the total order value or the sum of £75.00 (whichever is the greater) will be required at the time of booking.
6. Payment can be made by credit/debit card, cash or bank transfer. We do not accept American Express. For payment direct to our bank account, please contact us for details.
7. Delivery and collection charges will be agreed at the time of booking and confirmed in writing.
8. Orders are accepted on the basis that full payment must be received, prior to, or on delivery of goods hired, unless monthly payment facilities have been granted. Full payment will be in addition to the security deposit payment.
9. Hire charges are for a period of 3 days (unless otherwise agreed) and are inclusive of delivery and collection. Hire periods in excess of three days are available upon request which will be quoted on an individual basis.
10. Where applicable, a mandatory washing up service charge shall be included as part of the Services and shall not be subject to waiver or exclusion.

Shortages / Damaged Goods

11. On receipt of the equipment hired, the customer is responsible for checking the same as soon as reasonably practicable and advising us immediately in the event of any shortage or damage.
12. Any claims made regarding short deliveries after the goods have been collected by us will not be met and our delivery note (whether or not signed for) is evidence of the goods delivered unless we are notified and agree a shortage under clause 11.
13. Goods will be checked on return to our premises, unless otherwise requested.
14. The customer will be advised of any breakage, loss or damage beyond reasonable repair and will be charged at the replacement value, as detailed on the confirmed booking details. Any such charges will be deducted from the security deposit. The customer is advised on this basis to insure the equipment hired.
15. The security deposit (or balance thereof) will be returned to you as soon as reasonably practicable after we have checked the goods on their return in accordance with clause 12. If the amount due exceeds the security deposit, we will send you an invoice for the balance due.
16. A credit/refund will be raised for any lost item returned within 28 days. Substitute items will not be accepted.

Delivery / Collection

17. Deliveries and collections will be made to and from a single ground floor point, unless pre-arranged and will be subject to an additional charge. If an alternative is not pre-arranged then we reserve the right to leave the goods on the ground floor, or to charge an additional premium to deliver the goods to another floor.
18. We reserve the right to refuse to deliver or collect, should we be of the reasonable opinion that such delivery or collection causes a significant health and safety risk to our delivery/collection staff.
19. We will make every effort to deliver and collect on the dates (and times if applicable) requested, but we will not be responsible if we are unable to meet such dates and/or times due to circumstances beyond our control.
20. Please ensure you make us aware if in delivering or collecting the goods we are likely to encounter any unusual terrain, obstacles or have to deliver over a distance of 50 metres.
21. All equipment hired must be returned or made available for collection by the due date. The customer is responsible to ensure all equipment is ready and in one area for collection. We do not provide a clearing or tidying service.
22. If access is not possible to make a delivery or collection or the goods are not ready and available for collection as specified, then a charge will be made for delays and/or additional journeys.
23. All delivery packaging must be returned/available for collection on due date; a charge will be made for non-return. Substitutes will not be accepted.

Amendments

24. These terms and conditions, together with confirmation of the order, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any employee or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the services we provide. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
25. Any requested amendment must be confirmed in writing and made 15 working days before the event date. We reserve the right to decline any request to amend orders after that date and cannot guarantee that any request prior to that date can be met.
26. We reserve the right, at our sole discretion, to cancel your order if any amendment materially reduces the order to a level that is no longer commercially viable for our business.



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Cancellation

27. Cancellation charges are as follows:-
More than eight weeks prior to the event the deposit only will be retained;
Between six and eight weeks prior to an event, the deposit will be retained and 50% of the invoice total is payable;
Within six weeks of an event, the deposit will be retained and we reserve the right to 100% of the invoice total.

Liability

28. Equipment hired remains the property of Anglia Elite Banqueting Hire Ltd at all times.
29. The customer is responsible for the safekeeping of all equipment hired, including protection against the elements, theft, vandalism or improper use.
30. Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the total payments made by you to us under this Contract.
31. Except to the extent permitted by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any negligence or breach of contract on our part and we shall have no liability to pay any money to you by way of compensation other than to refund to you the total amount of the sums you have paid to us.

General

32. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.
33. For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this contract this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.