



TERMS AND CONDITIONS OF HIRE 2016

We aim to provide you with a first class service on each and every occasion. This will be on the terms set out in the Company Hire and Website Usage Terms & Conditions.

Please read them carefully as they are provided for our mutual benefit.

COMPANY HIRE TERMS AND CONDITIONS

1. Definitions

“The Company” – China Boy Equipment Hire Limited trading as ‘China Boy Hire’ and ‘CB Hire’ and includes its employees, servants, agents and/or duly authorised representatives;

“The Hirer” - The person, firm, company or organisation hiring or buying the goods from us;

“Hirer’s Agent – Any person, firm, company or organisation acting on behalf of the Hirer;

“Contract” - a contract which incorporates these Terms and Conditions and made between the Hirer and the Company for the hire of our Hire Goods and/or the sale of Products;

“Deposit” means any advance payment required by the Company in relation to the Hire

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lockouts, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions, vehicular failure or failure of a transport network (including but not limited to traffic jams) and any other similar events;

“Hire Goods” means any catering equipment, furniture, article and/or device together with any accessories specified in a Contract which are hired to the Hirer;

“Hire Period” means the period commencing on the Delivery Date when the Hirer receives the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by the Hirer into the Company’s possession; or (ii) the physical repossession or collection of Hire Goods by the Company;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including, but not limited to, legal costs) and any other losses and/or liabilities;

“Products” means the products sold to the Hirer by the Company;

“Rental” means the Company’s charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

“Services” means the services and/or work (if any) to be performed by the Company for the Hirer in conjunction with the hire of Hire Goods including any delivery and/or collection service for the Hire Goods.

2. All Rental prices are for one Hire Period only which normally constitutes a period of 48 hours or Friday – Monday.

3. Items required beyond a Hire Period or not returned at or before the end of the Hire Period will be subject to an additional charge equivalent to a 24 hour Hire charge for every day or part thereof that the return is delayed.

CB Hire
Unit 11, Mitre Farm,
Corse Lawn, Gloucestershire, GL19 4NG

Tel: 01684 293755 | Fax: 01684 293 731

www.cbhire.co.uk | enquiries@cbhire.co.uk



4. CB Hire shall make its best efforts to supply the hired items requested but reserve the right to provide similar items, if necessary, at comparable cost if they are unavailable for any reason.
 5. CB Hire will not be liable for force majeure or to accept any changes to an Order made within 48 hours of the Hire period. We will seek to accommodate any unforeseen changes or additional requests made in writing by email to enquiries@cbhire.co.uk or by telephone wherever reasonably possible.
 6. The Hirer or Hirer's Agent are responsible for the safekeeping of all hired items and any loss or damage to goods including any packing boxes and packaging supplied, from the time the goods are delivered to, or collected by, the Hirer's agent until collected by, or returned to CB Hire.
 7. Any such loss or damage will be charged at full current replacement cost plus a 10% administration charge. Hirer's goods cannot be accepted as replacement.
 8. It is the Hirer's responsibility to ensure that the equipment whilst on hire is fully covered by his / her own insurance ("New for Old") with regard to any loss, theft, damage, terrorism, and public liability risks etc.
 9. The Hirer and/or the Hirer's Agent fully indemnify CB Hire in respect of all claims, actions, costs and proceedings by any person whatsoever (including the hirer, his servants, agents, employees, contractors, vendors, guests and third parties) for any personal injury, or damage to the property caused by or in conjunction with or arising out of the use of the hired items and in respect of all other charges arising under statute, common law or otherwise.
 10. The Hirer undertakes to ensure that no-one uses the equipment who is not instructed in its safe and proper operation and to ensure that every user is in possession of instructional material (if any) supplied by CB Hire and will not allow equipment to be misused.
 11. Deliveries to third parties or unoccupied premises are made entirely at the Hirer's risk.
 12. The list of stock items on our website or published elsewhere may vary from time to time. Prices quoted may also change without prior notification.
 13. All Hire goods, boxes and packaging supplied remain the property of CB Hire.
 14. Delivery and Collection
- Deliveries and Collections will normally be made between 8am - 6pm Monday - Friday. Any delivery times given are approximate. CB Hire will not be liable in the event of late delivery but will endeavour to notify the Hirer or Hirer's Agent of any unforeseen delays where contact details are provided and it is safe to do so.
- Collections from our premises and deliveries out of hours, on Saturdays, Sundays and Bank Holidays are by special arrangement only for which a surcharge may be added.
- A charge will be made for our Delivery and Collection service according to distance travelled from our Premises to the Hirer's venue or courier costs as appropriate. Current rates are available upon request. Additional charges may be made for:
- Siting of larger orders, and/or heavy/large items such as ovens/furniture, where additional delivery staff and/or time is required on site due to difficult or restricted access. Please advise us in advance of site situations and details so that we may deliver and position equipment correctly.
 - Orders or part orders not ready for collection at the agreed time may incur extra hire and collection charges.
 - Unless prior arrangements have been made our charges allow for unloading and loading from alongside our vehicle. They also assume that the goods will be packed and ready for collection from alongside the vehicle.



- Deliveries are from hard standing to main door, ground level entrance unless pre-arranged. Vehicle access to marquees/service tents must be adequately provided for, particularly in wet weather. Large items, in particular LP Gas Catering Ovens, require level access and a width of at least 34" (87cm). Please check your site situation when ordering and advise us accordingly.

15. Losses and Damages

The Hirer is responsible for checking goods upon delivery and shall notify CB Hire immediately of any discrepancies, omissions or breakages by telephone or email. Complaints made AFTER return of goods will not be considered.

CB Hire will endeavour to replace any to essential items breakages reported on delivery at its own cost if required or to credit the Invoice accordingly.

It is a condition of Hire that in the absence of definite proof to the contrary, our count at our premises is final as to both quantity and condition of the goods returned.

In addition to hire, cleaning and transport charges, a 'returns' invoice may be produced after the event to cover any late, missing or damaged items on return to the unit plus a 10% administration charge.

If missing items are subsequently found they may be credited accordingly, however further day hire or collection charges may apply.

16. Linen

This requires careful handling. It is susceptible to burns from cigarettes, table sparklers, candles or candle wax also staining from flower pollens, party streamers, 'biro' or pens. It must not be packed away wet as it can become completely ruined by mildew. It is a condition of Hire that all linen is protected from candle wax damage and left out to air and is only folded only when Collection is to take place.

Burnt, mildewed, torn or heavily stained cloths will be charged for on a 'returns' invoice at full replacement cost plus a 10% administration charge.

17. Cleaning

For orders returned as used, a cleaning charge will be levied on all qualifying items. Furniture and all linenware hire prices already include a cleaning / laundering charge. Items returned clean will be charged at 50% cleaning rate to cover quality and stock control.

18. Payment Terms following Order Confirmation

Once a Quotation is accepted a Hirer, we will send out an Order Confirmation to confirm the Order. An Invoice will be raised for payment in full in accordance with the terms of the Hirer's account or 48 hours before the Hire Period unless otherwise agreed. We may require a 10% Deposit offset against the returns.

We accept all major Credit/Debit cards or BACS payment. Credit Cards will attract a 2% Handling Fee.

Non - payment of an order by the date specified does NOT cancel the order and liability for payment.

For supplemental and returns invoices, payment is to be made within 10 working days of presentation of the invoice.

All prices quoted are exclusive of VAT at the prevailing rate.



Interest at 4% over Bank of England Base Rate (or equivalent) may be levied on late payment over 10 working days.

19. Cancellation

CB Hire reserves the right to levy the following charges in the event of a full or partial cancellation decreasing the original Order:

- a) Up to 10 working days before date of the Hire Period, cancellation charge 0% of Rental
- b) Within 10 – 5 working days of date of the Hire Period, cancellation charge 35% of Rental
- c) Within 5 – 3 working days of date of the Hire Period, cancellation charge 50% of Rental
- d) Within 3 working days (72 hours) of date of the Hire Period, cancellation charge 100% of Rental

Full or partial cancellation must be confirmed by telephone on 01684 293755 or in writing by email to enquiries@cbhire.co.uk quoting the booking reference.

Deposits will be offset but not refunded in the event of cancellation.

20. Electrical/ LPG Appliances

All electrical equipment is subject to an annual P.A.T. test and subjected to visual and practical testing prior to each hire.

All LPG equipment is subject to an annual GasSafe test and subjected to visual and practical testing prior to each hire.

The Hirer undertakes to ensure that no-one uses the equipment who is not instructed in its safe and proper operation and to ensure that every user is in possession of instructional material (if any) supplied by CB Hire and will not allow equipment to be misused.

21. Purchases

Title of goods shall only pass to the buyer when payment for such goods is received in full, within the agreed trading terms by CB Hire.

22. Jurisdiction

Any Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

23. Confidentiality

CB Hire will not disclose Hirers' information to third parties other than when Order details are processed as part of the Order fulfilment. CB Hire will endeavour that the third party will not disclose any of the details to any other third party.

1st July 2016



WEBSITE USAGE TERMS AND CONDITIONS

By using this website, you agree to comply with and be bound by the following terms and conditions which govern China Boy Catering Equipment Hire Limited's relationship with you in relation to this website. The use of this website is subject to the following terms:

1. Any content found on this website is for general information and use only and is subject to change without notice.
2. Neither we, nor any third parties, provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
3. Any information or materials found on this website are used entirely at your own risk. It is your responsibility to ensure that any products, services or information available through this website meet your specific requirements.
4. This website contains material which is owned by, or licensed to us. This includes, but is not limited to, the design, layout, look, appearance and graphics. Any reproduction of these materials is prohibited.
5. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged in the website.
6. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
7. Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information, which you provide whilst visiting such sites and such sites are not governed by these terms and conditions of use. You should always exercise caution and look at the privacy statement applicable to the website in question.
8. You may not create a link to this website from another website or document without our prior written consent.
9. We will not be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in conjunction with, the use of this website.
10. Every effort is made to keep this website up and running smoothly. However, we take no responsibility for, and will not be liable for, this website being temporarily unavailable due to technical issues beyond our control.
11. Any dispute arising out of the use of this website is subject to the laws of England and Wales.

Data Protection

12. We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website you can be assured that it will be secure in order to prevent any unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

13. We may collect the following information about you; name and job title; contact information including e-mail addresses; other demographic information such as postcode, preferences and interests; and any other information relevant to customer surveys and/or offers. This information is required to understand your needs and provide you with a better service, and in particular, for the following reasons: internal record keeping; to improve our products and services; to periodically send you



promotional e-mails about new products and services, special offers or other information which we think you may find interesting by using the e-mail address that you have provided.

14. We will not sell, distribute or lease your personal information to any third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties, which we think you might find interesting if you tell us that you wish this to happen.

15. You may request details of personal information, which we hold about you under Data Protection Act 1998. A small administration fee will be payable upon application. If you would like a copy of the information held on you please write to:

China Boy Catering Equipment Hire Limited t/a CB Hire
Unit 11 Mitre Farm
Corse Lawn
Gloucester GL19 4NG
Telephone: 01684 293 755
Email: enquiries@cbhire.co.uk

If you believe that any information we are holding on you is incorrect, or incomplete, please write to us at the above address. We will promptly correct any information found to be inaccurate.

This website is hosted by BrewPixel Limited Registered office 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom. The server is physically located in the UK.

Information we collect from visitors

We may collect information from visitors relating to:

- Feedback submitted to us
- Email notifications
- Site usage tracking

1. Feedback

If you provide feedback about the website through a contact form or email address we will use this information for the purposes intended. You may receive any subsequent unsolicited communication unless you wish to unsubscribe.

2. Email notifications

If you create an account and purchase our goods and services, this enables us to send by email your order requests and receive email notifications from us on site related updates.

3. Site usage tracking

i) Cookies

Also known as browser cookies or tracking cookies, cookies are small, often encrypted text files, located in browser directories. They are used by us to help you navigate this website efficiently and perform certain functions. Due to their core role of enhancing or enabling usability or site processes, disabling cookies may prevent you from using certain parts of this website.

They improve things by:



remembering settings, so you don't have to keep re-entering them whenever you visit a new page remembering information you've given (eg your postcode) so you don't need to keep entering it measuring how you use the website so we can make sure it meets your needs Our cookies aren't used to identify you personally. They're just here to make the site work better for you. Indeed, you can manage and/or delete these small files as you wish.

To learn more about cookies and how to manage them, visit:

www.aboutcookies.org or www.allaboutcookies.org.

First Party Cookies

These are cookies that are set by this website directly.

We use cookies that store basic data on your interactions with the content management system (CMS) running this website, and whether you have logged in

We also use Google Analytics to collect information about how people use this site. We do this to make sure it's meeting its users' needs and to understand how we could do it better. Google Analytics stores information about what pages you visit, how long you are on the site, how you got here and what you click on. We do not collect or store your personal information (e.g. your name or address) so this information cannot be used to identify who you are.

Third Party Cookies

We currently do not use third party cookies, i.e. Facebook, Linked In, Twitter etc... We will inform you if we change this policy and of a course of action needed if required.

ii) Log files

Log files allow us to record visitors' use of the site. These logs are automatically generated from all our visitors, which we use to make improvements to the layout of the site and to the information in it, based on the way that visitors move around it. Log files do not contain any personal information about you.

16. We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

This policy is effective from **1st July 2016**.