

Terms Of Hire D4M Ltd

1. DEFINITIONS

In these conditions 'The Shop' means D4M Ltd of 15 Hadbings House Auckland Park MK1 1BU. 'The Hirer' means any company, firm or individual or agent thereof to whom the shops quotation, acknowledgement of order or receipt is addressed. 'The Goods' means costumes, including any material supplied by the shop.

The shop concludes contracts for the supply only to these conditions. The Hirer accepts that these conditions shall govern relations between him and the shop to the exclusion of any other terms including, without limitation, conditions and warranties written or oral express or implied even if contained in any of the Hirers documents which purports to provide that the Hirer's own terms shall prevail. No variation or qualification of these conditions or of any quotation or contract arising here from shall be valid unless agreed in writing by an authorised employee of the shop.

2. PRICES

1. The prices contained in a quotation price list catalogue and similar material shall be based upon current costs ruling at the date thereof and are for guidance only. The contract price shall be the price current at the date of delivery of the goods.
2. Where a quotation is given dependant on information supplied by the Hirer, the Hirer will be responsible for the accuracy of the information given and for the supply of all relevant particulars, including but without limitation to, measurements and sizes. Any increased cost incurred as a result of any inaccuracy or omission shall be borne by the Hirer alone and shall be paid promptly upon presentation of the shops invoice.

Unless otherwise stated prices include VAT and where it is not included will be chargeable at the date of the delivery of the goods.

3. DELIVERY

1. Delivery shall be deemed to occur and the risk of loss or damage of any kind in the goods shall pass to the Hirer on collection by or on behalf of the Hirer or by a carrier for despatch to the Hirer (whether or not such carrier be the shops agent or servant).
2. In the event that the shop shall at the request of the Hirer arrange for the goods to be despatched or dealt with otherwise than by collection by the Hirer, the Hirer shall pay to the shop the shop's reasonable charges for the provision or procurement of such services including any reasonable carriage insurance costs within seven days of the date of any invoices sent by the shop in respect thereof.
3. The Hirer shall carefully examine the goods on receipt of the same and shall immediately notify a shop employee of any defect. In the absence of any such notification the shop reserves the right to reject any claims arising out of the defect. In the case of goods delivered to the Hirer otherwise than by collection by the Hirer or the Hirer's agent or servant, receipt for the purposes of this sub-clause shall be deemed to take place the day after the goods are despatched from the shop.

4. PERFORMANCE

The shop will use its reasonable commercial endeavours to ensure that goods ordered are available for delivery in accordance with clause 4 on the date specified in any quotation or acknowledgement of receipt of order. However it will not be liable for any loss suffered by the Hirer as a result of default in delivery as a result of circumstances outside the shops reasonable control including but without limitation to the non return or damage of the goods by another hirer. In the event that the goods have not been collected by or on behalf of the Hirer or by a carrier for despatch to the Hirer by 6:30PM on the date of delivery specified in any quotation or acknowledgment of order by the shop then the shop reserves the right to hire the goods to any other person and shall not be liable to the Hirer for any loss suffered as a result of such hiring of goods. The shop shall not be liable for any delay or failure in carrying out its obligations which is caused wholly or partly by reason of Acts of God, delay in transportation, labour disputes, fire, flood, war, accident, Government action or any other cause beyond the shops control or that of its servants or agents.

5. PAYMENT AND DEPOSIT

Unless expressly agreed in writing, payment shall be made in Sterling upon collection of the goods and additionally the shop will require the Hirer to leave a deposit which will be refundable upon return of the goods provided that the shop will be entitled to make a deduction from the deposit to reasonably reflect the cost of rectifying any damage suffered by the goods whilst in the Hirer's control. The deposit does not necessarily reflect the value of the costume therefore if the costume is lost or stolen or not returned the shop will be entitled to recover the full cost of the costume over and above the deposit. The shop also reserves the right to deduct ten pounds for each day the Hirer retains the goods after the date of return specified in the shops receipt or the deposit paid by the Hirer. In cases of non-return of the goods, four days after the date of return the shop reserves the right to retain the entire deposit but without prejudice to any other rights the shop may have against the Hirer.

6. PROPERTY IN THE GOODS

The property in the goods shall in no circumstance pass to the Hirer and the Hirer shall keep the goods as bailey for the shop.

7. HIRER'S OBLIGATION TO KEEP THE GOODS CLEAN

The Hirer undertakes to use his best endeavours to preserve and protect the goods and to return the goods to the shop on the return date specified in writing on the Contract receipt supplied by the shop in the same condition as when they were delivered by the Hirer.

8. LIMITATION OF THE SHOPS LIABILITY

The shop shall in no circumstance be liable for any loss or damage in excess of the sum of the contract price and the deposit in this limitation will apply in the case of a breach of a fundamental term or repudiation by the shop.

9. LAW AND INTERPRETATION

This contract shall be governed by English law and the Hirer shall submit to the exclusive jurisdiction of the English courts. If any of these conditions or any part thereof is inferred void or unenforceable by legislation including the Unfair Contract Terms Act 1977 or by any other rule of law it shall be void and unenforceable to that extent and no further.

1.