

IN THESE TERMS AND CONDITIONS THESE THE FOLLOWING WORDS AND PHRASES WILL HAVE THESE MEANINGS.

The 'COMPANY' is Caroline's Ltd.

The 'HIRER' is the firm/company/person or public authority (and their respective successors) named in the hire contract who hires the equipment from the company. Where two or more persons constitute the Hirer then all obligations entered into by such persons under the Hire Contract shall be joint and several and all words importing the singular shall include the plural.

The 'EQUIPMENT' is the equipment specified or referred to in the hire contract.

The 'HIRE PERIOD' the period set out in the hire contract or any other agreed period or agreed extension thereof.

The 'HIRE CHARGES' means the total amount due to the company including charges in respect of delivery, collection/use of the equipment and the deposit.

The 'HIRE CONTRACT' means the information detailed on the said document and these terms and conditions.

#### **BOOKINGS**

- The Hire Contract and booking confirmation is only for the time and date stated on booking confirmation.
- The Company requires a 50% down payment of the total invoice cost at the time of booking to
  ensure the reservation. This is non-refundable. Booking is not confirmed until deposit is paid to the
  Company and received. 14 days prior to the booking, the Hirer is required to pay the full payment
  which is non-refundable.
- If you book within 14 days of your event, the Company will require full payment at the time of booking.
- The Company reserve the right to vary the Hire Rate in the event of increase in the cost of labour, materials or transport.
- Where possible the Company will look at moving your booking to another date if you need to cancel. Please see cancellations for further information.
- o If the Hirer has mobility concerns, they should contact Caroline's Ltd prior to booking to ensure suitable provision can be provided.
- The Company reserve the right to cancel or suspend services as deemed necessary and without issuing advanced notice. Please be aware that Caroline's Tea Bus is a moving vehicle and as such whilst we try our up-most to maintain the bus to the highest standard, on occasion the bus may encounter mechanical problems. In the event of a breakdown, we will attempt to fix the problem. If the bus cannot be fixed, we have the right to cancel your booking. We will offer you an alternate date for your booking subject to availability, or offer a full refund. A free afternoon tea for 2 on the bus will be offered in compensation for last minute cancellations.
- o It is not the policy of Caroline's Ltd to discriminate in any way against employees or passengers regarding disability, gender, race, sexual orientation or religious beliefs.

### **BUS RULES**



- Caroline's Ltd take no responsibility for items left on the bus, personal items are carried at the owner's risk and Caroline's Ltd can take no responsibility for items damaged or lost.
- Smoking / vaping is not permitted on Caroline's Tea #Bus.
- o Caroline's Ltd will not tolerate in any way abusive or threatening behaviour to staff.
- o If you feel unwell prior 24 hours to embarking, or are unwell during your visit, please inform Caroline's Ltd immediately.
- If you experience sickness or diarrhoea symptoms you are required to leave a 48-hour time period from the last symptoms before embarking the bus.
- Risk assessments for trips, falls, injuries have been carried out. Caroline's Ltd cannot be held responsible for injuries sustained during your time with us. Bus rules must be obeyed at all times to avoid injury.
- o Caroline's Ltd is not responsible for any damage caused by the infringement of the rules.

#### **ADDITIONAL INFORMATION**

- Please note there are no toilets onboard Caroline's Tea Bus.
- Due to the age and design of the bus we cannot accommodate wheelchair passengers. We have a small storage area to store a fully collapsible wheelchair, if the passenger can transfer to a seat downstairs.
- o Caroline's Ltd accepts all major credit and debit cards.

### **EQUIPMENT HIRE**

- o All equipment remains the property of the Company, Caroline's Ltd.
- O It is the responsibility of the Hirer to collect the Hire Goods from the Company and return them to the Company at the end of the Hire Period. If the Company agrees to deliver or collect the Hire Goods to and/or from the Hirer it will do so at its stated delivery cost dependent on area and such delivery and/or collection will form part of the Services. All delivery & collection times including weekend must be negotiated prior to the goods going out.
- The Hirer or a representative must be present when the Hire Goods are delivered by the Company and the Hirer/representative must check & sign for delivery of all such Hire Goods.
- Loss or damage of any goods whilst on hire from point of delivery or collection from us, remain the sole responsibility of the Hirer. In the event of loss or damage, the customer will be charged the full replacement costs and these charges are payable on the due date of the invoice. A full list or charges are available on request, including but not limited to; chair covers, tables, cups, saucers, cake stands, teapots. The damages deposit will not be refunded if loss/damage occurs during the Hire Period.
- O If items are not returned on the date specified, between the times specified, a charge of £50 per day will be incurred, in addition to compensation for any business lost as a result of a late return, as calculated by Caroline's Ltd. If hire items are not returned within 5 days of the specified return date, it will be assumed that the items are lost and Caroline's Ltd terms relating to loss & damage of goods' (detailed above) will apply, regardless of whether they are returned at any point in the future
- The Hirer shall return all crates and other storage boxes supplied by the Company. Failure to return these items to the Company will result in a charge for their full replacement value being made against the Hirer.



- Caroline's Ltd accepts no responsibility for any loss or injury caused by the use of any of the equipment.
- All charges are for a minimum of a 1–3 day hire this includes 1 day prior to the event and the
  following day after the event, unless the event takes place over a weekend. In which case the
  equipment must be returned on Monday immediately following. Terms for a longer period of hire
  are to be negotiated prior to collection/delivery.
- O Wash up charge is included in the hire price; however, it is important that food is scraped from crockery and wherever possible cutlery is soaked to avoid staining from acidic foods. All items must be well packed in the storage boxes provided, with dirty glasses being placed the right way up and plates stacked in the correct boxes to avoid un-packing and re-packing prior to transportation.
- The hire charge will be included to the overall invoice. A 50% deposit of the booking fee will be required at the time of booking. With the balance of the order being payable 14 days prior to the date of the hire.
- Damages/loss deposit will be charged at Approx. 15% of total (more if required)- refunded within 72 hours after event or hire item return. If damages and loss occur, deposit will not be refunded and Hirer will be charged the replacement cost per item. A full list or charges are available on request. The damages deposit will not be refunded if loss/damage occurs during the Hire Period.
- o All prices are subject to the current rate of VAT.
- Travelling fees for delivery and/or collection of items by Caroline's Ltd will be charged at a rate of 0.60 per mile. Delivery and/or collection arrangements must be agreed with Caroline's Ltd prior to the event.

#### **CANCELLATIONS**

- o If the Customer must postpone or change the event date, Caroline's Ltd will make every effort to accommodate the postponement or change and transfer the deposit to the new date, however, where this is not possible, any payments received at this point will not be refunded.
- The Company will NOT be held liable for any circumstances out of our control which result in postponement or cancellation.
- All cancellations must be confirmed in writing 14 days before the event.
- o In the event of a cancellation a rebate of hire charges will be allowed as follows: -
- 14 days or more prior to delivery no charge
- Up to 10 days of delivery 30% total cost
- Up to 5 days of delivery 50% total cost
- Up to 48hrs of delivery full total cost

#### **HIRE AGREEMENT**

The equipment is hired by the Company to the Hirer for the Hire Period at the Hire Charge set out in the Hire Contract and the Hirer shall be a mere bailee of the equipment and no interest or title in the equipment shall pass to the Hirer. This agreement is personal to the Hirer and is not capable of assignment nor sub-hire nor may the Hirer part with possession of the Equipment.

#### SUPERVISION OF EQUIPMENT

The Hirer agrees that The Company or its representatives reserve the right to remain on site
 24 hours a day to oversee the Equipment at all times.



 The Hirer shall permit any person authorised by The Company at all reasonable times to enter upon the premises upon which the equipment is for the time being placed or kept for the purpose of inspecting and examining the condition of the equipment.

#### **REPAIRS**

- The Hirer shall not interfere with or adjust the Equipment in any way whatsoever and will not under any circumstances give any instructions for any repair to the Equipment or for the replacement of any parts unless such spares have been provided to it by the Company for that purpose and the Hirer shall I immediately inform the Company in writing which so far as it is able shall repair or replace the Equipment.
- o If during The Hire Period the Company decides that urgent repairs to the Equipment are necessary it may arrange for such repairs to be carried out on site or at any location of its nomination. In the event that the Company removes the Equipment for such purposes, the Company shall replace the Equipment with similar Equipment if available where possible.

#### **SITE CONDITIONS**

- The site must be firm level ground with easy access for tall and heavy motor transport, without the need for towing. The Hirer agrees that any damage caused to the bus due to unsuitable site conditions is the responsibility of the Hirer and all costs incurred for repair of the bus will be met in full by the Hirer.
- O The Hirer must ensure that there is suitable parking, access and space for the bus at the requested venue. Space required- a minimum turning circle of **21.5 feet**, which is required to clear the curb. At its tightest turning angle, the rear overhang of the back bumper extends out to **43.3 feet**. The height of the bus is **14.6 feet**, the length is **32.8 feet** and the width is **8.32 feet**. It is the responsibility of the Hirer to inform the Company of the venue dimensions and to confirm whether it is suitable for the bus to park. Caroline's Ltd has the right to cancel an event on arrival if there is not suitable space for the bus to safely access, turn and park. The Hirer will lose any money paid to the Company in this instance.
- That (if appropriate) the Hirer shall provide to the Company a plan showing the position for and parking of Caroline's Bus or shall have a representative on site for that purpose but in the absence of such plan or a representative the Company shall access and park Caroline's Bus where it thinks appropriate.
- If the site is on grass, it should be mown and free draining. The hire charge does not include making any alterations to the site and the Company will not be held responsible for any delay due to unsuitable site conditions.
- The Hirer will inform the Company of any concealed pipes, cables or drains located under the site, and provide a plan if necessary. The Company will not be held responsible for any damage or loss resulting from disturbance of any underground utility of which it has not been informed of in writing.
- o That the Hirer has produced the provision of an earthed supply of electric if necessary.
- The Hire Charge does not include any making good or repair of damage to the site.



O It is agreed that Caroline's Ltd may display and use videos and photographs from the event for their website, internet promotion, and any other relevant purposes. All videos and photographs are subject to be posted on all social networking sites for promotional purposes only. The Hirer is responsible for advising Caroline's Ltd of any photos or videos they do not wish to be publicised.

### **DISPLAY/ PROMOTION BY THE CLIENT AND OTHERS**

 When items are provided on a hire only basis, Caroline's Ltd should only be credited within images/videos, or linked to social media posts, if agreed with the Company (in writing) prior to publishing or posting.

#### **DATA PROTECTION**

The following is a broad description of the way Caroline's Ltd processes personal information...

- All information gained from the Hirer will never be given to any third parties for marketing purposes; Caroline's Ltd is responsible for all online transactions. \*Please note: Information will be stored through our website supplier -Wix.
- Where this is necessary, we are required to comply with all aspects of the General Data Protection Act (GDPA).
- We process personal information to enable us, to maintain our accounts and records and to support and manage our resources. We also process information on the lawful basis of creating contracts. Examples might include providing quotes, as well as bookings and payment processes
- We will securely retain your information for up to six years after your booking, for reference and analytical purposes as well as tax purposes. Under the General Data Protection Act 2018, you have rights as an individual which you can exercise in relation to the information we hold about you, including the right to access your data, have any amendments made, have your data removed from our records and, where necessary, complain to the ICO if you think there is a problem with the way we are handling your data.

### **SAFETY**

Date:

 If Caroline's Ltd deems the event to be unsafe, the Company reserves the right to halt all services. If the Hirer or additional parties cause the event to become unsafe, then the Hirer will pay any fees associated with this.

By signing below, I/We (the Hirer) agree to all the above Terms & Conditions, outlined by Caroline's Ltd.
Hirer(s) Full Name(s):
Hirer(s) Signature(s):