

## **1. BOOKING**

- a. The provision of goods for hire from BAYA Hire is subject to receipt of booking confirmation.
- b. Booking is confirmed by
  - i. Cleared payment of the required deposit or full payment;
  - ii. Endorsed acceptance of BAYA Hire Terms and Conditions
- c. Cheques must be received by BAYA Hire at least 10 working days in advance of the event. When the cheque is cleared, your booking is confirmed.
- d. BAYA Hire can take no responsibility or liability for any change of availability of hired goods during the period before cleared payment.
- e. BAYA Hire reserves the right to decline acceptance of any payment method(s) at its own discretion. Likely examples of this are cash on collection or late requests to pay by cheque or invoice/purchase order.
- f. Quotes are valid for no more than 7 days. They may be withdrawn at any time. Only written quotes from a BAYA Hire representative may be honoured; telephone and other quotes and prices for services may be subject to change at our discretion.
- g. Full payment is due before delivery.

## **2. DEPOSITS**

- a. All bookings require a deposit to be held by BAYA Hire which reserves the right to retain all or a part of the deposit on cancellation as outlined in Section 3.
- b. All bookings require £100 fully refundable deposit to be held by BAYA Hire which reserves the right to retain all or a part of the deposit against damage or loss unless otherwise agreed as outlined in Section 5.

## **3. CANCELLATION**

- a. All cancellations by the hirer must be made in writing; either via email or recorded post. Orders are not cancelled until this has been received. (It is recommended you confirm our receipt of your cancellation by telephone)
- b. A full refund is only available if cancellation is made within 14 days from when BAYA Hire receives the terms and conditions and deposit payment.
- c. Any reduction of order value by the hirer is treated as part cancellation and the rules and charges as outlined above apply.

## **4. DURING HIRE**

- a. When a BAYA Hire representative delivers the goods to the agreed site / address, and until a BAYA Hire representative collects them, the goods are the sole responsibility of the hirer. Human error and damage in transit can occur. It is the responsibility of the hirer to check the goods on arrival and ensure that they are satisfied with the quantity and quality of goods delivered whilst the delivery team is still on site.
- b. Goods should be stored in the correct way to avoid damage – it is the hirer’s responsibility to ensure they know how. (Ask us at any time.) Goods should be stored in secure, dry conditions. Negligence can result in loss and damage for which relevant charges defined by BAYA Hire apply.
- c. Goods should be returned in clean, dry condition or relevant charges defined by BAYA Hire apply.
- d. Hirers who choose to collect or return goods themselves must use vehicles suitable for this purpose including means of securing the goods safely. BAYA Hire reserves the right to refuse the release of hired goods to any customer without a suitable vehicle for the safe carriage of hired goods.
- e. BAYA Hire reserves the right to not leave goods with the hirer, if on delivery it is apparent the goods will not be kept safely or securely.
- f. Late returns of goods will incur full relevant hire fees, plus any costs in the instance where other customers are inconvenienced and/or compensated due to the hirer’s late return.
- g. The hired goods and equipment remain the property of BAYA Hire at all times.

## **5. DAMAGES/LOSS**

- a. There are charges for any items hired from BAYA Hire that are damaged or lost, the costs of which are available on request.
- b. Loss also includes, but is not limited to other costs incurred such as loss of sta time through labour, waiting, cleaning etc., inconvenience to other customers as a result of the hirer’s failure to comply with the terms and conditions and agreed hire start end times and other relevant details.

## **6. DELIVERY AND COLLECTION**

- a. Customers are responsible for informing BAYA Hire of any relevant details for loading and unloading, such as parking restrictions, tolls, stairs, distance into building and any other limitations, prior to delivery. Customers will be held responsible for any tickets or costs BAYA Hire incurs due to failure to inform us, or any delays that happen as a consequence of a customer’s action or inaction. BAYA Hire may also refuse to deliver or collect in addition to charging, due to breach of any of these guidelines.
- b. Unless otherwise stated, delivery and collection will include:  
Customers choice of an approximate, guide window of time as AM (usually 9am-noon) or PM (usually noon-5pm) on Weekdays, weekends may vary. These details will be determined and confirmed between the client and BAYA Hire at least 4 weeks prior to the event date. Delivery to the street level/ground floor within reasonable access (up to 10 meters from nearest available parking point) or up to 10 metres

in to a building on the ground floor. Please note this may be reduced to narrow corridors and entry points, or if loading is hazardous. Delivery to a single point where the goods may be held safely.

- c. Upon delivery or collection a BAYA Hire representative may even refuse to deliver or collect on the basis of the customer not informing BAYA Hire of the following:
  - The taking of goods up or down any stairs, lifts or escalators. This includes both inside and outside.
  - Unfolding, setting out or folding and stacking any goods.
  - Cleaning.
  - Moving items belonging to a third party in order to gain access.
  - Specific time requirements.
  - Unscheduled waiting for access to a property for delivery or collection of goods. (The above are not included and are available as additional services, please enquire for specific information)

## **7. IF BAYA HIRE IS LATE**

- a. BAYA Hire will always endeavour to arrive on schedule; however this may not always be possible due to adverse or unforeseen circumstances or other delays. BAYA Hire therefore recommends scheduling delivery to a 'safe' time which allows for such difficulties and your event to continue. BAYA Hire can accept no responsibility for a customer's failure to account for this matter and will not compensate beyond the value of any monies taken for any given job.
- b. If BAYA Hire is at fault and in breach of its agreement with the customer, we may refund 50% of delivery fees. This will be determined on how late we are and whether the customer had allowed sufficient time as per our guidelines to account for this.