

## **Hectic Hat Hire Terms and Conditions of Hire**

### Definitions:

“Goods” means any hat, fascinator or headwear “Ascot Week” means the week commonly known as “Ascot Week” because of the horse racing events held at Ascot or elsewhere “Collection Date” means the date advised by the Customer at the time of formation of the Contract for the intended collection of the Goods from the Store and typed/written on the Agreement form “Return Date” means the date advised by the Customer at the time of formation of the Contract for the intended return of the Goods to the Store and typed/written on the Order form

1. All contracts of hire shall be deemed to incorporate these terms and conditions. No variation or addition to these conditions is effective unless it is agreed, in writing, by Hectic Hat Hire.

2. The hire prices quoted are per day (i) A security deposit for the full value of the hired goods shall be paid by the hirer prior to the release of the goods. The security deposit is held against the Goods hired and will be processed in the event that the Goods are not returned (which will be assumed if the Goods have not been returned within 5 days of the Return Date) or in the event that damage occurs to Goods (ii) The full hire fee is payable at the time of booking. (iii) The hire period is set out in the order form at the time the order is agreed. (iv) During Ascot week the hire period that the Goods are hired for is for one specific race day only, unless stated other- wise (the hire period will be for around 12 hours only depending on the time of collection) and the Goods must be re- turned by 9:30 pm of that specific race day. (v) if the Goods are not returned by 9:30 pm on that specific race day during Ascot week then a further day’s hire will be charged for each day late and thereafter for each day until the hat is returned.

3. The liabilities of the hirer commence at the time the hired Goods are collected from our premises, and continue until they are returned to our premises. During this time, the hirer will: (i) Keep, at the hirer's own expense, the said hired Goods, in good and substantial repair and condition, and in the event of any article being damaged beyond repair or lost by fire, theft or any other cause whatsoever, will pay Hectic Hat Hire the full replacement value of the Goods plus the original hire charge. In the event of any article being damaged and requiring repair, the hirer will pay the full cost of such repair.

(ii) Hectic Hat Hire recommends that the hirer keep the hired articles fully insured to their full replacement value against all risks.

4. At the discretion of Hectic Hat Hire a charge of not less than 50% of the quoted hire charge may be made in respect of cancelled orders. If such cancellation is made after the goods have been delivered, Hectic Hat Hire reserves the right to invoice the full hire charge.

5. No liability shall attach to Hectic Hat Hire for: - a) Any delay or failure to deliver due to circumstances which are outside its control. b) Any damage or injury caused by the misuse of the Company's property.

6. Hectic Hat Hire expressly reserves the right at its absolute discretion to suspend or cancel any services (whether in whole or in part) under its contract with the hirer in any case where the hirer is in breach of that contract or in breach of any credit arrangements, whether the same be under that contract or any other contract or arrangement between the hirer and Hectic Hat Hire.

7. Hectic Hat Hire reserves the right to make substitutes without prior warning for any article that may be unavailable.

**ALL CUSTOMERS ARE REQUIRED TO:-CHECK YOUR ORDER CAREFULLY (ENSURE IT IS CORRECT COMPLETE & IN GOOD CONDITION) BEFORE YOU LEAVE OUR PREMISES WITH THE GOODS.**

### 1. Governing Law

The Contract will be governed by the laws of England and Wales. The English and Welsh Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this contract.

**Name:** \_\_\_\_\_ **Hat No / Return date:** \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Date:** \_\_\_\_\_ **Hire price of hat:** £ \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Security Deposit (Value of Hat)** £ \_\_\_\_\_