

## TERMS AND CONDITIONS

1. *In this Agreement:*

*"You are the customer". "We and us are Caroline Kay trading as Tom Thumb Baby Equipment Hire". 'the equipment' means all or any of the items hired by you from us specified above*

2. *We agree to hire the equipment to you subject to availability and as specified in our confirmation email/telephone call at the hire charge specified above. Payment of the full hire charge together with a refundable deposit must be made on collection/ delivery by an agreed method of payment unless otherwise arranged. The refundable deposit is subject to clauses 9 and 10 below.*

3. *We will deliver, or you may collect the equipment not later than noon on the first date of hire or at such other time or date as we may agree*

4. *You are obliged to return the equipment, at the return time and date specified above to the return address specified above unless we have agreed an alternative date or time or return address. If you return equipment by post or courier we will not be deemed to have received it earlier than the time of our receipt of it and the risk of loss or damage in transit will be yours.*

5. *Upon receipt of your order by email or telephone, we will send you confirmation of the same by email or by post (time permitting). This confirmation shall be checked thoroughly by you and any errors or queries notified to us within 48 hours of receiving such confirmation. If we receive no such notification we will be entitled to assume the details of the confirmation are correct and delivery will be effected as specified above, subject to paragraph 3*

6. *You are responsible for examining the equipment immediately upon delivery to ensure it is undamaged and, free from defects, in good working order and fit for the intended purpose. You will notify us on the day of delivery if this is not the case.*

7. *Instructions will be supplied with all equipment, where these have been supplied by the manufacturer, and you are responsible for reading these carefully prior to using the equipment and for complying with these instructions whilst using the equipment.*

8. *You have full responsibility for the care and safekeeping of the equipment and will retain it in your possession and under your control at all times. You are prohibited from sub leasing the equipment to any person. You are responsible for ensuring that it is used in a safe and sensible manner, used only for the purpose for which it is supplied and in accordance with the manufacturer's instructions and it is your responsibility to provide adequate supervision where appropriate.*

9. *Provided the goods are returned to us on the last date of hire in the same condition as you received them we shall return the deposit to you in full. In the event of the late return of any equipment, we shall be entitled to retain the deposit paid or a reasonable sum therefrom.*

10. *If equipment is not returned in the condition in which it was hired to you, for whatever reason, we reserve the right to retain part or all of the deposit paid by you.*

11. *We cannot accept responsibility for any failure or delay on our part to fulfil our obligations where such failure/delay is caused by circumstances beyond our control.*

12. *Cancellation/Amendment Policy: If you wish to cancel or amend your hire agreement, you are entitled to do so free of charge at any time up to 48 hours prior to the commencement date specified above*

13. *All equipment remains our property at all times*

14. *Subject to the provisions of the Unfair Contract Terms Act 1977 (as amended) we are not responsible for any injury, loss or claim arising out of your use of the equipment.*

15. *Any failure by us to enforce any or all of these conditions shall not amount to, or be interpreted as waiver of any of our rights.*

16. *No variation of these Terms and Conditions will be effective without our agreement in writing.*