



**PAYMENT TERMS: FULL PAYMENT IS REQUIRED WITH YOUR ORDER**

**Bankers Draft/Transfer to:**

Castle Stanton Ltd., Barclays Bank, Enfield Branch, 20 The Town, Enfield, Middlesex, EN2 6LY

**Sort Code:** 20-29-81; **Account No:** 40204013;

**IBAN No:** GB06BARC20298140204013; **Swift No:** BARCGB22.

**By Cheque:**

Cheques in Sterling drawn on a UK Bank, should be made payable to Castle Stanton Ltd and sent with this order form to the above address.

**Alternatively, you can phone our award-winning customer services team on 0208 801 4444 who will be more than happy to take payment over the phone.**

Completion of this form does not represent confirmation of your order. All stock is subject to availability and will be confirmed shortly, however, should any item be out of stock you will be advised of a suitable substitute. **No stock can be reserved or confirmed until full payment is received.**

# TERMS & CONDITIONS

1. The contract is the document or documents that set out these Conditions and all other details about your agreement with us. The contract is formed on our acceptance of your order. "We" and "Us" means Thorns Group Plc. "You" means person, firm, company, corporation or public authority or body to whom we supply Equipment on hire. "Equipment" means the hired items referred to in the Contract. These Conditions exclude and terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These conditions do not affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977, or any statutory modification of that Act. The Contract will be governed by and interpreted with English Law.
2. You will pay the hire charge stated in the Contract. Hire charges will begin at the time stated in the Contract and will continue during the period of hire until you have restored the Equipment to us in a clean and serviceable condition and we have given you a receipt for it. All time is chargeable including Saturdays, Sundays and Bank Holidays. All charges are payable on demand. If payment is not made when due, we will be entitled to interest on the amount that is overdue at four per cent above the prevailing base rate of Natwest Bank plc, calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you of money of Equipment.
3. It is the duty of the Hirer to provide at such destination or site a duly authorised representative to accept the goods and to give a written receipt. If the Hirer fails to provide for this, he will not be permitted to dispute subsequently the facts of the delivery and be deemed to have accepted the delivery and these conditions.
4. Quotations are subject to stock availability at time of confirmation. Once an order has been confirmed, cancellations will incur the following charges 7 days – 100%, 14 days – 50%, 28 days – 30%, 35 days – 25%.
5. All cartons, boxes and packing materials to be returned, otherwise these will be charged for as per price list.
6. The Hirer undertakes to keep the hired goods in good order and condition and to return all of them to the Company in such order and condition.
7. During the period of hire, the Hirer is solely responsible for the hire goods and must insure against all risks.
8. It is your responsibility to make sure that all people who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instructions supplied by us. It is the customer's responsibility to provide all suitable clothing. You must ensure that the Equipment is not misused.
9. The Company will make every endeavour to effect delivery and collection of hired items at the time indicated by the Hirer, but will not under any circumstances be liable for any delay in delivery or collection or for failure to deliver or collect nor for any expense caused to the Hirer by such delay. All times which we state or quote for delivery or collection are approximate. Thorn's normal delivery hours are 08:00 to 15:15 hours.
10. A delivery and collection charge will be confirmed at the time of the order and an extra charge will be applied for deliveries outside the normal working hours. Should extra labour, set-up or breakdown be required this will be charged accordingly.
11. If the Hirer fails to return any goods hired by him at the end of the agreed period of hire or within the seven days from the Company making a written demand, the Hirer shall pay to the Company the current replacement cost of the items which have not been returned. The replaced cost will be deemed to be the insurance value.
12. It is the duty of the Hirer to provide at the time of hire a duly representative to sign a written confirmation of the items returned to the Company on termination of hire. If the hirer fails to provide for this he will not be permitted to dispute subsequently the number and/or condition of the goods returned to the Company on termination of hire. of the Equipment or any part of it.
13. Equipment can be returned dirty as a cleaning service is provided at a charge of 20% on equipment cleaned. However, equipment can be returned clean.
14. You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever or damage to or loss of property arising out of the delivery, use, non-use, repossession, collection or return arising out of the delivery, use, non-use, repossession, collection or return of the Equipment or any part of it.
15. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with requirements of the Electricity at Work Regulations 1989 during the period of your responsibility for the Equipment.
16. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person.
17. The Company reserves the right to make substitutes without prior warning for the items that may be unavailable.
18. For non-account customers, 100% of the agreed price must be forwarded with the Hirer's order, 10 days for cheques, two days for cash/credit cards prior to hire commencement.
19. We will be entitled at any time if you break this Contract or if any proceedings are commenced in which your solvency is called into question we will be entitled at any time to terminate this Contract with immediate effect and to repossess any or all of the Equipment. Such termination will affect our right to recover from you any money due to us under this Contract or damages for breach of contract.
20. You authorise us or your agent to enter any land or premises where we reasonably believe any Equipment to be, in order to inspect, test, repair or repossess it.
21. Any failure by us to enforce any or all of these Conditions shall not amount to, or be interpreted as, a waiver of any of our rights.
22. Where monthly account facilities have been granted, all invoices must be paid within 30 days of document date.
23. Payment made by foreign cheque incurs an additional charge of £25.00. Payment made by bank transfer incurs an additional charge of £12.00.
24. If any term of this contract is held invalid of the remaining terms. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contracts Terms Act 1977, or any statutory modification of that Act. The Contract will be governed by and interpreted with English Law.