



The Vista Group  
workspace solutions  
Hire Terms & Conditions

## DEFINITIONS

1. "The Company" refers to Vista Workspace Solutions Ltd trading as The Vista Group (Company Reg. 5701750).
2. "The Customer" refers to any company or organisation to which "The Company" is contracted to supply goods and/or services.
3. "Goods" are any items that are the subject of any contract between the company and the customer, regardless of ownership.
4. "The Contract" is any written or verbal agreement between the customer and the company for the latter to provide goods and/or services.

## HIRE

5. Hire goods remain the property of the company at all times.
6. The hire period will commence from the time of delivery and will terminate following the hire goods' collection.
7. During the entirety of the hire period, the customer will be responsible for the safekeeping of the hire goods and for keeping these goods in a reasonable state of repair.
8. The customer is responsible for any damage caused to the hire goods beyond reasonable wear and tear. The customer will be charged for any repair or refurbishment work that is deemed necessary.
9. In the event of total loss or irreparable damage to any hire goods for whatever reason, the customer will be responsible for the full replacement value of these goods. It is the customer's responsibility to arrange insurance against such risk. Full details of replacement values can be obtained upon written request.
10. The company will make every effort to deliver and collect goods at the times specified by the customer, however it will not, under any circumstances, accept liability for any expense borne by the customer for any delay in delivery or collection.
11. In the event of a delay in collection, the customer is reminded that they are responsible for the safekeeping of the hire goods as detailed in clause 7.
12. The company reserves the right to substitute alternative goods of a comparative or superior quality subject to availability.
13. It is the customer's responsibility to inform the company in writing when hire goods are ready for collection. The hire period will not end until such collection is affected. The company undertakes to affect a collection within 7 days of the notice.
14. All hire charges quoted are per week/per month/agreed hire period and no reductions or refunds will be made after the commencement of the chargeable period.
15. Acceptance of a quotation constitutes an order being placed and is consequently subject to the following cancellation fees:
  - Cancellation received more than 7 days before the event: 25% of the invoice value.**
  - Cancellation received within 7 days before the event: 50% of the invoice value**
  - Cancellation received within 2 days before the event: 100% of the invoice value.**
16. Any reductions in quantities will be subject to the following alteration fees:
  - Alteration received within 7 days of the event: 50% of the reduction value.**
  - Alteration received within 2 days of the event: 100% of the reduction value.**
17. It is the responsibility of the customer to ensure that the company is given adequate access during both delivery and collection of hire goods, and to ensure that the hire goods are available for collection at the specified time.
18. Any parking penalties or other costs incurred during delivery and/or collection will be the responsibility of the customer and thus all such charges will be billed to the customer.
19. Any delays caused by the customer during delivery and/or collection which then necessitate additional journeys will be subject to additional charges.
20. Credit facilities will not be offered on hire contracts unless previously agreed in writing. Payments **MUST** be made in advance. Any failure on the part of the customer to make such payments on time will result either in the hired good not being delivered, or, in the case of goods already on site, being removed without prior notice.
21. In the event of goods being returned before the specified due date, no refunds will be issued.
22. We reserve the right to charge the cost of repair or replacement to your credit card in the event of unreasonable damage or loss of goods.

23. Unless otherwise stated, our goods are supplied used and as such may display signs of use.

24. All hired goods should remain at all times at the premises to which they were delivered unless expressly agreed in writing with the company.

## **GENERAL**

25. Payments in part or full of any contract to supply goods/or services herein referred to shall be deemed to constitute full acceptance of these terms and conditions.

26. Title to any goods sold shall remain vested in the company and shall not pass to the customer until the purchase price for the goods sold has been paid in full and received by the company.

27. The company reserves the right to charge interest at the rate of 3% per month above the Bank of England base rate on overdue accounts.

28. In the event of a customer being in default of payments, the company reserves the right to hold any of the customer's goods against such payments. If the payment is not received within a reasonable period, the company retains the right to, at its absolute discretion, sell off all or part of such goods, as agent for the customer, and set the proceeds against the monies due any costs incurred. Upon accounting to the customer for any balance outstanding, the company will be discharged from all liability whatever in respect of the goods.

29. The company shall be relieved of its obligation to perform any contract to the extent that the performance is prevented by failure of the customer, fire, weather conditions, industrial dispute, labour disturbances, or by any other cause beyond the reasonable control of the company.

30. No employee of the company, whilst in the course of his/her duties, shall be held separately or individually responsible under any circumstances whatsoever for any liability for loss, damage or other default outside his or her reasonable control.

31. These terms and conditions can only be changed with the written approval of a director of the company.

32. Shortages and damages to hired goods will be charged at the full replacement value. No substitute items will be accepted as replacement by the owner. Damages include items that have sustained burns and scorches, tears, cuts and scratches, ink marks or other forms of defacement or have lost components.

33. Discount is not applicable to any product that is already on offer.