TERMS & CONDITIONS OF HIRE
YOUR PARTICULAR ATTENTION IS DRAWN TO THE PROVISIONS IN PARAGRAPHS 18, 23, 27, 28, 32 TO 34, 37 TO 40, 42 AND 49 TO 53

In these Conditions, the following definitions apply:

Accessible Location: has the meaning given in paragraph 18(d).
Charges: means the Hire Charges, the Delivery Charges, the Installation Charges.
Collection Date: the date and approximate time that is agreed between you and us for collection of the Equipment at the Designated Site which shall be within our normal delivery hours of 08:00 to 16:00 Monday to Friday (excluding bank holidays).
Conditions: the terms and conditions set out in this document (as amended from time to time).
Contract: the contract between you and us for the hire of the Equipment in accordance with these Conditions.
Delivery: the transfer of physical possession of the Equipment (and where relevant the Lifting Equipment) to you at the Designated Site or the Accessible Location or the collection by you of the Equipment from one of our depots.
Delivery Charges: have the meaning given in paragraph 34.
Delivery Date: the date and approximate time that is agreed between you and us for Delivery of the Equipment at the Designated Site which shall be within our normal delivery hours of 08:00 to 16:00 Monday to Friday (excluding bank holidays).
Designated Site: the premises at which the Equipment will be used by you as specified in the Order.
Equipment: the equipment to be hired as listed in the Order.
Event Order: all order other than an Exhibition Order.
Exhibition Order: an order from an exhibitor for the hire of Equipment for specific use on an exhibition stand or the organiser of an exhibition for the hire of Equipment to provide general exhibitor and visitor facilities at an exhibition.
Hire Charges: has the meaning given in paragraph 32.
Hire Period: the period of hire of the Equipment as set out in the Order Form.
Installation Charges: have the meaning given in paragraph 34.
Order: means the order you send to us requesting the supply of the Equipment listed in the order for the Hire Period. The order may take the form of an online order form completed by you through our website; the verbal instructions you have provided to us over the telephone or a written order that you send to us by email.
Refundable Deposit: has the meaning given in paragraph 33.
Specification: any specification for the Equipment hire including any related plans and drawings that is agreed in writing by you and us.
"you" or "your": means the individual, firm, company, partnership corporation or public authority or body or any other incorporated or unincorporated entity to whom we supply Equipment on hire.

These Conditions
1. **What these Conditions cover:** These are the Conditions on which we hire Equipment to you. For the avoidance of doubt, these Conditions cover Equipment hired through High Noon Hospitality Services Ltd (trading as the Thorns Group).
2. **Why you should read them:** Please read these Conditions carefully before you submit your Order to us. These Conditions tell you who we are, how we will provide products to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
Information about us and how to contact us
3. **Who we are:** We are High Noon Hospitality Services Ltd (trading as Thorns Group) a company registered in England and Wales. Our company registration number is 12874167 and our registered

office is at 2 Hampden Road, Flitwick, Beds, MK45 1HX. Our registered VAT number is GB 363 3223 20 (and “we” or “our” or “us” in these Conditions mean the same).
4. **How to contact us:** You can contact us by telephoning our head office at 0208 801 4444 or by writing to us at hello@thorns.co.uk, 37 Finedon station road, Isham, North Hants NN9 5NX.
5. **How we may contact you**: If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.
6. When we use the words "writing" or "written" in these terms, this includes emails.

Our contract with you
7. These Conditions apply to the Contract to the exclusion of any other terms that you have put forward, or which are implied by trade, custom, practice or course of dealing.
8. The Order constitutes an offer by you to hire the Equipment in accordance with these Conditions. You are responsible for ensuring that the Order (and any applicable Specification submitted by you) is complete and accurate.
9. Where you have requested a quote for the hire of Equipment from us, we may provide such a quote over the telephone, or by email. A quotation for the Equipment hire given by us shall not constitute an offer or acceptance of any order. A quotation shall only be valid for a period of 20 Business Days from its date of issue and if you wish to proceed with the hire of Equipment on the basis of a quote, you must confirm this to us by submitting an Order before the end of this period.
10. How we will accept your Order. The Order shall only be deemed to be accepted when we issue a written acceptance of the Order, at which point the Contract shall come into existence.
11. If we cannot accept your Order. If we are unable to accept your Order, we will inform you of this in writing. This might be because the Equipment requested is out of stock for the relevant hire period, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the hire price or description of the Equipment or because we are unable to meet a delivery deadline you have specified.
12. The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract.

The Equipment
13. We will hire the Equipment to you for use at the Designated Site for the Hire Period subject to these Conditions.
14. Any samples, drawings, descriptive matter, or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Contract or have any contractual force.
15. We reserve the right to make appropriate substitutes of the Equipment without prior warning for any Equipment that may be unavailable for the Hire Period.
16. Where you request any heavy lifting equipment or machinery from us, the use of such equipment and machinery is not covered by these terms and conditions but by our ‘lifting equipment and machinery terms and conditions’ a copy of which are available on request from us.

Delivery, collection and inspection of the Equipment
17. Unless otherwise agreed in writing between you and us, delivery of the Equipment shall be made by us to you.
18. Where we are delivering the Equipment to you:
(a) We shall use reasonable endeavours to carry out the Delivery on the Delivery Date.
(b) You shall ensure that you or an authorised representative is available at the Designated Site on the Delivery Date. You or your authorised representative shall be responsible for examining the Equipment on Delivery to confirm it is in good condition and fit for the intended purpose (except

with regards to any latent defects not immediately apparent on inspection) and to provide us with a signed written receipt confirming the Equipment is accepted.
(c) Where we are required to install the Equipment (or any part of It) for you, you or an authorised representative shall be present at the installation of the Equipment and shall inspect the Equipment after such installation and provide a written receipt to confirm the installation meets your requirements and is accepted.
(d) To enable the Delivery (and, where relevant, the installation of the Equipment) to take place, you shall (at your expense) provide all necessary materials, facilities, access, parking and suitable working conditions to our satisfaction to enable the Delivery (and installation) to be carried out safely and expeditiously at the Designated Site. This includes the provision of parking close to the Designated Site and suitable track way for deliveries to grass sites.
(e) You must notify us at the time you place your Order if the location specified as the Designated Site is not at ground level or if the distance between the parking available for our delivery vehicle and the Designated Site is such that it would not reasonably be possible to carry the Equipment by hand between them.
(f) Where you have not provided the materials, facilities, access, parking and suitable working conditions as required by paragraph 18(d) or you have not notified us of the matters referred to in paragraph 18(e), we may not be able to deliver the Equipment to the Designated Site and we will contact you to arrange an alternative accessible location to which we can deliver the Equipment and which our delivery driver confirms as acceptable in their absolute discretion ("Accessible Location"). You will then be responsible for arranging for the Equipment to be distributed in accordance with your requirements.
(g) Where we have not been able to deliver the Equipment to the Designated Site in the circumstances set out in paragraph 18(f), any installation services that you have requested in respect of that Equipment from us will be postponed until such time (to be appointed by us in writing) as we are satisfied that you have moved the Equipment to the Designated Site or the necessary materials, facilities, access and suitable working conditions have been provided by you to allow us to carry out the installation of the Equipment at the Designated Site.
(h) We are not responsible for delays in Delivery which are outside our control. If our Delivery of the Equipment (in full or in part) is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay in Delivery you may contact us to end the part of the Contract relating to the Equipment which is the subject of any delay and receive a refund for any Equipment you have paid for but not received.
(i) Under no circumstances should you attempt to move any of our delivery vehicles (with any lifting or towing equipment or otherwise) whether at the Designated Site or at any other location. You shall be liable for any damage or loss suffered by us as a result of any breach of this clause by you.
(j) Details of the Delivery Charges and Installation Charges are set out in paragraph 34.
(k) If suitable parking facilities have not been arranged for our delivery vehicles, you agree to reimburse us in full for any parking fines we receive in connection with the delivery or collection of the Equipment to and from the Designated Site or Accessible Location.
19. Collection or return of the Equipment by you: Where we have agreed in writing that you will collect the Equipment from or return the Equipment to our depot in Northampton, you shall ensure you have or you have arranged the use of suitable vehicles for transporting the Equipment and you shall be responsible for loading and unloading the Equipment onto or from your (or your carrier's, agent's or sub-contractor's) vehicles. In addition to your liability for the Equipment during the Hire Period as set out in paragraph 27, you also accept full liability for damage or loss to the Equipment incurred during the loading or unloading of the Equipment to or from your (or your carrier's, agent's or sub-contractor's) vehicles or during the transportation of the Equipment.

20. Where we will collect the Equipment at the end of the Hire Period (or otherwise on termination of this agreement), we will use reasonable endeavours to collect the Equipment on the Collection Date. You will ensure that:
(a) the Equipment is available for collection by us from the Designated Site on the Collection Date. Where we were unable to deliver the Equipment to the Designated Site for the reasons set out in paragraph 18(f), you must ensure the Equipment is available for collection on the Collection Date from the Accessible Location to which it was delivered by us in accordance with paragraph 18(f); and
(b) you or your authorised representative is available on the Collection Date at the Designated Site or Accessible Location to receive a written receipt from us confirming details of the Equipment being collected by us and the condition it is in.

21. Where you will return the Equipment to us at our depot at the end of the Hire Period (or otherwise on termination of this agreement), you must:
(a) Return the Equipment on the Collection Date between 08:00 – 16:00 hrs, Monday – Friday
(b) Return the Equipment to the depot we have specified for the return; and
(c) Comply with the requirements of paragraph 19.
22. Where the Equipment is not available for collection by us at the Designated Site or Accessible Location on the Collection Date in accordance with paragraph 20 or you have failed to return the Equipment to us in accordance with paragraph 21:
(a) additional Hire Charges may be applied for the period from the day after the Hire Period until such time as the Equipment is returned to us and we have issued a written receipt for it; and
(b) we shall be entitled (at your expense) to enter the Designated Site or any other premises at which the Equipment is located as your agent to retake possession of the Equipment; or
(c) where you fail to return any Equipment within 7 days of a written demand from us for the return of the Equipment, you shall pay to us the current replacement cost of the Equipment which has not been returned. The replacement cost will be deemed to be the insurance value.
23. You shall return the Equipment to us in the same condition as it was in at the start of the Hire Period as evidenced by the signed written receipt provided by you to us in accordance with paragraph 18. For Event Orders, where the Equipment is not returned to us in the same condition Deposit paid in accordance with paragraph 33. However, where you have requested the catering and kitchen equipment cleaning service, the catering and kitchen Equipment may be returned dirty. An additional charge of 20% of the total Hire Charges relating to the kitchen and catering Equipment is made for this cleaning service. You must return all keys supplied with lockable items, or will be charged for replacement. You must notify us in advance of any graphics being applied to our products, and these must be removed on-site before collection without any damages.
24. All cartons, boxes and packing materials supplied by us with the Equipment shall be returned to us. Failure to do so will result in additional charges being payable for such cartons, boxes and packing materials as set out in our packing materials price list which is available from us on request.
25. You authorise us or our agents to enter any land or premises where we reasonably believe any Equipment to be, in order to inspect, test, repair or repossess it. This is subject always to your reasonable security requirements which you may require us to comply with.

Title, Risk and Insurance
26. The Equipment will remain our property at all times.
27. Subject to paragraph 19, you have sole responsibility for the Equipment from the point of Delivery through the Hire Period and up to and including the time when the Equipment is collected by or returned to us. In this time, You shall, at your own expense, obtain and maintain insurance for the Equipment to a value not less than its full replacement value and against all usual risks of loss, damage, destruction by fire, theft or accident, and such other risks as We may from time to time nominate in writing and such other insurance as may from time to time be required by law.

28. You will ensure that you have obtained any necessary public liability insurance to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment or your use of it.
29. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment where required. You shall not use any electrical Equipment unless it is correctly earthed (unless it is of double insulated specification). You shall be responsible for complying with requirements of the Electricity at Work Regulations 1989 during the Hire Period (and for any extension of it).
30. You shall during the Hire Period:
(a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions that we may provide. You must provide any necessary clothing required in connection with the use of the Equipment;
(b) take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
(c) make no alteration to the Equipment and you shall not remove any existing component(s) from the Equipment without our prior written consent;
(d) keep the Equipment at all times at the Designated Site and not move or attempt to move any part of the Equipment to any other location without our prior written consent;
(e) where we have installed the Equipment at the Designated Site, you must not move or change the layout of the Equipment without our prior written consent;
(f) not use the Equipment for any unlawful purpose;
(g) ensure that at all times the Equipment remains identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
(h) deliver the Equipment at the end of the Hire Period or on earlier termination of this agreement at such address as we require, or if necessary allow us or our representatives access to the Designated Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
(i) not do or permit to be done anything which could invalidate the insurances referred to in paragraphs 27 and 28.
31. You acknowledge that we shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by you (or your representatives, officers, employees, agents and contractors).

Payment
32. The price for the hire of the Equipment for the Hire Period ("Hire Charges") will be the price set out in the Contract. The Hire Charges are calculated from the date requested for Delivery and all time is chargeable during the Hire Period including Saturdays, Sundays and Bank Holidays.
33. For Event Orders, we reserve the right to charge a deposit (in addition to the Hire Charges) to cover against damage or loss to the Equipment of 30% of the Hire Charges ("Refundable Deposit") which shall be paid by you at the time you place your order in accordance with paragraph 38 (or paragraph 39 where applicable). The Refundable Deposit will be repayable by us to you within 14 days of the end of the Hire Period provided that the Equipment has been returned to us in the same condition as it was on Delivery as evidenced in accordance with paragraph 23. Where the Equipment is not returned to us in the same condition in accordance with paragraph 33, we may (at our discretion) retain the Refundable Deposit and make an additional charge for the costs to repair or replace the affected Equipment.
34. Except in relation to Exhibition Orders (where delivery charges are included within the Hire Charge unless otherwise notified by us), the charges for the delivery and collection of the Equipment to and from the Designated Site ("Delivery Charges") (including any extra charges for deliveries

outside of normal working hours) and the installation and/or dismantling of the Equipment (if required) ("Installation Charges") will be set out in the Contract. However, we reserve the right to increase the Delivery Charges or the Installation Charges in the event that we are not able to access the Designated Site in the circumstances set out in paragraph 18(f) or we are required to deliver the Equipment to an alternative Accessible Location. Any such increase will be notified to you at the time the circumstances set out in paragraph 18(f) arise.
35. The Charges are subject to the addition of VAT at the prevailing rate at the time the Order is made. If the rate of VAT changes between Your Order date and the date the Charges become payable, we will adjust the rate of VAT that you pay, unless you have already paid the Charges in full before the change in the rate of VAT takes effect.
36. Where the Equipment is not returned on the Collection Date in accordance with paragraph 20, you shall continue to pay the Hire Charges until such time as the Equipment is returned to us and we have issued a written receipt for it.
37. For Exhibition Orders for non-account holders: all Charges are payable at the time you place your Order.
38. For Event Orders for non-account customers: all Charges must be paid 7 days prior to the start of the Hire Period along with the Refundable Deposit (if required). All sums must be received in cleared funds by us. We reserve the right to charge an initial deposit to secure your order (and we will notify you in writing before we accept your Order if this is required).
39. For any payments taken by us at the time you place your Order:
(a) Where you pay by credit or debit card: we will take the details of your debit or credit card from you at the time you place your Order, connected to the debit or credit card at the point at which we issue the written confirmation of your Order to you.
(b) Where you wish to pay by cheque: you must post a cheque to us after submitting your Order for the relevant payments due and allow 10 days for that cheque to clear. We will not deliver any equipment until the cheque is cleared.
40. Where you have been granted monthly account facilities by us: all invoices sent to you by us must be paid within 30 days of the invoice date.
41. Any further amounts payable by you in accordance with these Conditions are payable on demand.
42. If any 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. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. 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 or Equipment.
43. We use our best efforts to ensure that the price of the Equipment advised to you is correct. However, it is always possible that, despite our best efforts, some of the Equipment may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Equipment's correct price at that date of your Order is less than our stated price at the date of your Order, we will only charge the lower amount. If the Equipment's correct price at the date of your Order is higher than the price stated, we will contact you for your instructions before we accept your order.
44. Please note that: payment made by foreign cheque incurs an additional charge of £25.00.

Ending the Contract
45. You can always end your Contract with us. Your rights when you end the Contract will depend on what you have hired, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:
(a) If you are a consumer and want to end the contract because of something we have done or have told you we are going to do, see paragraph 48.

(b) If you are a consumer and have just changed your mind about hiring the Equipment you may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Equipment;
(c) If you are a business or if you are a consumer and paragraphs (a) and (b) above do not apply, please see our cancellation policy in paragraph 50.
46. If you are a consumer ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the Contract will end immediately and we will refund you in full for the Equipment where the Hire Period has not already started. The reasons are:
(a) we have told you about an upcoming change to the Equipment or these terms which you do not agree to;
(b) we have told you about an error in the price or description of the Equipment you have ordered and you do not wish to proceed;
(c) there is a risk that supply of the Equipment may be significantly delayed because of events outside our control;
(d) we have suspended supply of the Equipment for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 10 days; or
(e) you have a legal right to end the Contract (or a part of it) because of something we have done wrong.
47. Exercising your right to change your mind as a consumer (Consumer Contracts Regulations 2013) for any Equipment ordered online: if you are a consumer you have a legal right to change your mind within 14 days of our written acceptance of your Order and to receive a refund ("Cooling Off Period"). If you wish to exercise this right, you must let us know in writing within the Cooling Off Period. You cannot change your mind after the end of the Hire Period. If you change your mind within the Cooling Off Period but after Delivery or installation of the Equipment, you must pay us the Charges for the period from Delivery up to the time you tell us that you have changed your mind.
48. If you are a business or if you are a consumer ending the contract where we are not at fault and there is no right to change your mind: Even if we are not at fault and you do not have a right to change your mind, you may still end the Contract before the start of the Hire Period, but you may have to pay us compensation. If you want to end the contract in these circumstances, please contact us in writing to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund a percentage of the Charges calculated as per the table below depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so:

Date of Cancellation	**Compensation Payable**
7 days or less before the start of the Hire Period	100% of the Charges are payable less transport.
14 days or less before the start of the Hire Period	50% of the Charges are payable less transport.
28 days or less before the start of the Hire Period	30% of the Charges are payable less transport.
35 days or less before the start of the Hire Period	25% of the Charges are payable less transport.

Our responsibility for loss or damage
49. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the hire process.

50. When we are liable for damage to your property. If we are delivering to or providing installation services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
51. We are not liable for business losses. Subject to paragraph 55, if you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profits, sales business or revenue; loss of business opportunity, business interruption, or loss of anticipated savings; loss of goodwill or any indirect of consequential loss.
52. If you are a business: our maximum liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Charges payable by you under this Contract.
53. Nothing in these Conditions limits or excludes our liability for death or personal injury caused by our negligence or fraud or fraudulent misrepresentation.

Other important terms
54. Any failure by either party to enforce any or all of these Conditions shall not amount to, or be interpreted as, a waiver of any of their respective rights.
55. You acknowledge that any personal data we hold about you, is held in accordance with our privacy policy www.thorns.co.uk/privacy-policy/.
56. We may transfer our rights and obligations under these terms to another organisation. We will inform you in writing if this happens and the transfer will not affect your rights under this Contract.
57. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
58. If any terms of this Contract are found to be invalid all remaining terms shall remain in force.
59. The Contract will be governed by and interpreted in accordance with English Law and any proceedings in respect of this Contract will be taken to the English Courts.