

# Chilly Pepper Hire

Chilly Pepper House, Unit 6, Southwood Manor Farm, Burhill Road, Hersham, Surrey KT124BJ

Phone 020 88441665

-----  
Under Normal conditions, the only Customer concern is the Guarantees (section 6)

- Guarantees:-
- A. One year Parts & Labour for new equipment, Return to Company at Customers expense.
  - B. The Company will return to customer at the company's expense.
  - C. Within the M25:- The Company will pay for Collection from the customer, redelivery and swap with new (if available) if fault reported within 2 working Days of Delivery.
  - D. Outside the M25:- The Company will pay for redelivery and swap with new (if available) if fault reported within 48 hours, returned within 5 working days from Delivery
  - E. The above A to D is only valid as long as the Trading Terms and Conditions For the Sale of Goods and Services (not Hire) are fully agreed and complied with:-

-----  
**TRADING TERMS AND CONDITIONS**  
For the Sale of Goods and Services (not Hire)

1. GENERAL

The following terms and conditions shall apply to all contracts for sale concluded Chilly Pepper Hire (hereafter The Company) and shall not be varied by any conditions of purchase of the customers (The Customer) or otherwise unless expressly agreed in writing by the Company. Paid or Payment means:- Irrevocable receipt of money to the Company. Unless the company agrees to give credit terms all payments must be paid in advance.

2. DELIVERY / COLLECTION

- 2.1 The company will endeavour to supply goods on or before the delivery date but the time of delivery shall not be of the essence of the contract.
- 2.2 Unless otherwise agreed in writing delivery or collection is at the Customers premises or the Company premises
- 2.3 Failure by the customer to collect goods 14 days after notification they are ready for collection will give the company the right to either store the goods and charge for storage or to sell the goods at auction and to recover from the customer the contract price less proceeds of sale.
- 2.4 The Company is not liable for delays in delivery or non-delivery owing circumstances outside the Company control and will include government directions, quota, and embargo.
- 2.5 If the customer requires delivery at his premises he must pay the cost of delivery. Delivery is to the ground floor unless otherwise specified.
- 2.6 Where delivery was specified over two or more shipments each instalment shall be deemed a separate contract.

3. PASSING OF TITLE

- 3.1 Ownership of goods will remain with the Company until all sums of money due to the Company have been paid.

- 3.2 Until the customer has paid all money due he will keep the goods on a fiduciary basis safe and fully insured and store them separately from his other goods, attach to them an identification mark so they can be recognised and will not process them, amend them or merge them with other goods, but keep them whole and intact.
- 3.3 The customer shall NOT sell and / or deliver the goods to a Third Party unless otherwise directed by the Company or until the happening of any of the events in Clause 3.6 below .
- 3.4 At anytime before payment of moneys due at the Company may after 24 hours notice retake possession of the goods and for such purpose shall have the right to enter the Customers premises.
- 3.5 On receipt of Notice from the Company or on the happening of any events in Clause 3.6 below the customer's authority to sell the goods shall be withdrawn and all goods and property of the Company shall be immediately delivered to the Company by the customer.
- 3.6 The events referred to in Clause 3.3, 3.4 and 3.5 are
- (i) Appointment of Receiver, Manager, Agent or Administrator to the Customer or notice of the same.
  - (ii) Arrangements by the Customer with his creditors
  - (iii) Customer ceasing trading
  - (iv) Petition or Resolution for winding up the Customer or notice of same
  - (v) Act of bankruptcy by the Customer
  - (vi) If the Customer is insolvent
- 3.7 Warning:- Any action or event where the Company is not paid and our goods are irrecoverable as new and untouched it is and will be considered as theft by the officers of the customer.

#### 4. RISK

Risk and the onus of safe keeping of the goods shall pass to the Customer on delivery at which time the Customer will insure a ring fenced amount hence ensuring the full reinstatement value and produce evidence of any insurance relating to the goods belonging to the Company.

#### 5. QUALITY

The Company is deemed to have no knowledge of the particular purpose or market for which the goods are required unless the contract so specifies. The Customer is deemed to have purchased the goods relying on his own or independent knowledge and expertise after making due enquiry.

#### 6. GUARANTEE

- 6.1 General:- One year Parts & Labour on new equipment or a lesser term as specified for the sale of ex hire equipment. Any collection or return to the Company will be at Customers expense.
- 6.2 The Company will return to Customer at the Company's expense.
- 6.3 Within the M25:- The Company will pay for Collection from the customer, redelivery and swap with new (if available) if fault reported within 2 working Days of Delivery.

- 6.4 Outside the M25:- The Company will pay for redelivery and swap with new (if available) if fault reported within 48 hours and returned within 5 working days from Delivery
- 6.5 The above 6.1 to 6.4 are only valid as long as the Trading Terms and Conditions For the Sale of Goods and Services (not Hire) are fully agreed and complied with:-

## 7. PRICE

- 7.1 In respect of goods manufactured outside of the U.K the Customer shall pay for any increase in price due to a charge in exchange rates or in the cost of shipping and insurance between contract delivery.
- 7.2 Where applicable value added tax or such other applicable sales tax will be added to the price at the tax point date.
- 7.3 All prices quoted are the price ex Company's premises. Delivery charges will be added.

## 8. DAMAGE AND PILFERAGE

- 8.1 If on receipt by the Customer, packages, crates or goods are found to be damaged or parts missing from the delivery note or receipt to the carrier must be endorsed with full description of condition and claims must be notified to the Company within 3 days of delivery.
- 8.2 No claim will be considered after goods have been cut up, treated, resold, shipped, processed, installed or merged with other goods.
- 8.3 The Customer has responsibility and onus to inspect the goods thoroughly on delivery.
- 8.4 Damaged or pilfered goods must be returned in no worse condition than the condition on delivery.

## 9. CANCELLATION BY CUSTOMER

- 9.1 General:- Once ordered cancellation will not be allowed
- 9.2 At the company's sole discretion, cancellation or part cancellation may be agreed subject to 9.3 and 9.4
- 9.3 Where cancellation is permitted by the company the customer pays the company a sum equal to 20% of the total cost of the goods cancelled plus all delivery charges + VAT on such sum being an administrative and restocking charge.
- 9.4 Goods the Company has allowed to be cancelled must be redelivered in perfect condition with packaging intact.

## 10. OVERDUE PAYMENTS BY CUSTOMER

- 10.1 Payment by credit account customers shall be made in full within 30 days of delivery.
- 10.2 Default in payment of any moneys due shall entitle the Company to suspend or cancel any undelivered portion of any order preserving all other rights.
- 10.3 On overdue accounts interest will be charged at 3% per calendar month from delivery date to date of payment on a day by day basis.
- 10.4 On overdue accounts a monthly administration of £35.00 + vat will be charged

10.5 Time is of the essence for payment.

10.6 The Company may exercise a lien over other goods belonging to the Customer where moneys are due from the Customer.

11. CONSEQUENTIAL LOSS

Notwithstanding clause 5 above the Company shall not be liable to the Customer for any loss, injury or damage direct, incidental or consequential arising out of caused by goods or delivery of goods supplied by the company. The Customer must at all times ensure our goods are fully insured once delivered for his own purposes in general and for our payment specifically.

12. AUTHORITY

No person other than the duly authorised officers of the company has authority to bind the company to make a contract to add or alter these terms and must be done so in writing by the company. The Customer may no rely on verbal terms.

13. FORCE MAJEURE

The Company shall not be liable for any breach of this contract arising out of or in consequence of fire, storm, impact, explosion, flood, war, riot, civil commotion, government action or direction, strike, lockout or industrial action or unforeseen circumstances affecting the company's ability to carry on its business.

14. JURSDICTION

It is deemed that the customer has read understood and accepted these 14 terms. The Customer or his agent agrees not to test these terms thereafter against any "Unfair Terms" Legislation to effect payment avoidance. In the event of dispute English Law shall apply and the parties shall submit to the jurisdiction of the Civil Courts.