

TERMS & CONDITIONS - TAPPY HOUR LTD

1. AGREEMENT

THESE TERMS & CONDITIONS APPLY TO ALL BAR, DISPENSE, EQUIPMENT HIRE AND RELATED SERVICES SUPPLIED BY TAPPY HOUR LTD ("WE", "US") TO THE CUSTOMER ("YOU").

BY ACCEPTING OUR QUOTE, CONFIRMING A BOOKING, ISSUING A PO, OR ACCEPTING DELIVERY, YOU AGREE TO THESE TERMS.

2. QUOTATION & BOOKING

- QUOTES ARE VALID FOR 7 DAYS UNLESS STATED OTHERWISE.
- A BOOKING IS CONFIRMED ONCE WE RECEIVE WRITTEN CONFIRMATION AND/OR A VALID PURCHASE ORDER (PO).
- WE MAY REFUSE TO SUPPLY IF PAYMENT TERMS ARE NOT AGREED.

3. HIRE PERIOD

THE HIRE PERIOD STARTS FROM THE TIME THE EQUIPMENT IS DELIVERED/INSTALLED AND ENDS WHEN COLLECTED, UNLESS AGREED OTHERWISE IN WRITING.

4. PRICING

- PRICES ARE AS SHOWN IN OUR QUOTATION.
- PRICES INCLUDE DELIVERY/COLLECTION ONLY IF STATED.
- ALL PRICES ARE EXCLUSIVE OF VAT UNLESS STATED OTHERWISE.
- ADDITIONAL CHARGES MAY APPLY FOR SHORT NOTICE CHANGES, EXTRA ADMIN, MULTIPLE DELIVERY ATTEMPTS, OR ADDITIONAL SITE REQUIREMENTS.

5. PAYMENT TERMS

- INVOICES ARE PAYABLE WITHIN 7 / 14 / 30 DAYS (WHICHEVER IS AGREED IN THE QUOTE).
- LATE PAYMENTS MAY INCUR INTEREST AT 8% ABOVE BANK OF ENGLAND BASE RATE.
- WE RESERVE THE RIGHT TO SUSPEND DELIVERY OR COLLECTION IF PAYMENT IS OVERDUE.

6. DELIVERY & COLLECTION

- DELIVERY AND COLLECTION TIMES ARE ESTIMATES AND MAY VARY DUE TO TRAFFIC, VENUE ACCESS OR CIRCUMSTANCES OUTSIDE OUR CONTROL.
- YOU MUST PROVIDE CLEAR DELIVERY INSTRUCTIONS AND A CONTACT NUMBER FOR SITE.
- FAILED DELIVERY/COLLECTION DUE TO NO ACCESS, NO CONTACT, OR VENUE DELAYS WILL BE CHARGEABLE.

7. CUSTOMER RESPONSIBILITIES

YOU AGREE TO:

- PROVIDE SAFE ACCESS FOR DELIVERY AND COLLECTION
- ENSURE THE EQUIPMENT IS SUPERVISED AT ALL TIMES
- USE THE EQUIPMENT SAFELY AND FOR ITS INTENDED PURPOSE
- NOT MOVE, MODIFY, DISMANTLE OR REPAIR THE EQUIPMENT WITHOUT OUR WRITTEN APPROVAL
- ENSURE STAFF OPERATING THE BAR/DISPENSE ARE COMPETENT OR TRAINED

8. DAMAGE, LOSS & THEFT

YOU ARE RESPONSIBLE FOR THE EQUIPMENT FROM THE TIME OF DELIVERY UNTIL COLLECTION.

YOU WILL BE CHARGED FOR:

- DAMAGE BEYOND FAIR WEAR AND TEAR
- MISSING ITEMS
- THEFT OR LOSS

CHARGES WILL BE BASED ON REPAIR COST OR FULL REPLACEMENT VALUE.

9. DEPOSIT

WE MAY REQUEST A REFUNDABLE DEPOSIT DEPENDING ON THE VALUE AND SCALE OF HIRE.

IF EQUIPMENT IS RETURNED IN GOOD CONDITION, THE DEPOSIT WILL BE RETURNED WITHIN 7 DAYS OF COLLECTION.

10. EQUIPMENT CONDITION

WE WILL SUPPLY EQUIPMENT IN WORKING ORDER TO THE BEST OF OUR KNOWLEDGE.

YOU MUST INSPECT EQUIPMENT ON DELIVERY AND REPORT ANY ISSUES WITHIN 24 HOURS.

IF NO ISSUES ARE REPORTED WITHIN 24 HOURS, THE EQUIPMENT WILL BE DEEMED ACCEPTED.

11. DISPENSE & TECHNICAL SUPPORT

IF WE PROVIDE DISPENSE SUPPORT, WE WILL OPERATE ON A BEST ENDEAVOURS BASIS.

WE ARE NOT LIABLE FOR DISPENSE ISSUES CAUSED BY:

- FAULTY OR DAMAGED KEGS
- INCORRECT GAS SUPPLY
- VENUE POWER FAILURE
- POOR CELLAR CONDITIONS
- THIRD PARTY EQUIPMENT NOT SUPPLIED BY US
- MISUSE OR INTERFERENCE BY OTHERS

12. BREAKDOWN & CALLOUT

IF BREAKDOWN COVER IS INCLUDED IN YOUR QUOTE, WE WILL ATTEND SITE WITHIN A REASONABLE TIMEFRAME.

IF BREAKDOWN COVER IS NOT INCLUDED, EMERGENCY CALLOUTS WILL BE CHARGEABLE AT OUR STANDARD HOURLY RATE PLUS TRAVEL.

13. CANCELLATIONS

IF YOU CANCEL A CONFIRMED BOOKING:

- MORE THAN 7 DAYS BEFORE DELIVERY: NO CHARGE (UNLESS CUSTOM BRANDING/MANUFACTURING HAS STARTED)
- WITHIN 7 DAYS: 50% CHARGE
- WITHIN 48 HOURS: 100% CHARGE

(UNLESS AGREED OTHERWISE IN WRITING)

14. LIABILITY

WE ARE NOT LIABLE FOR:

- LOSS OF PROFIT
- LOSS OF SALES
- EVENT CANCELLATION
- REPUTATIONAL DAMAGE
- INDIRECT OR CONSEQUENTIAL LOSSES

OUR TOTAL LIABILITY IS LIMITED TO THE VALUE OF THE HIRE CHARGES PAID.

NOTHING IN THESE TERMS LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

15. OWNERSHIP

ALL HIRED EQUIPMENT REMAINS THE PROPERTY OF TAPPY HOUR LTD AT ALL TIMES.

16. FORCE MAJEURE

WE ARE NOT RESPONSIBLE FOR DELAYS OR FAILURE CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING SEVERE WEATHER, ROAD CLOSURES, VENUE RESTRICTIONS, STRIKES, OR GOVERNMENT RESTRICTIONS.

17. GOVERNING LAW

THESE TERMS ARE GOVERNED BY THE LAWS OF ENGLAND AND WALES.