



Rental Terms and Conditions

The following are the terms and conditions that apply to the rental of Cider and Fruit Presses from The Happy Brewer (THB). By accepting equipment furnished under this agreement, the customer whose name appears on this agreement accepts and agrees to these terms and conditions below. Equipment as referred to herein shall include all related accessories, manuals, and other items as specified on the attached invoice.

Warranty

With respect to rental service, THB warrants to the Customer only that rental equipment when collected is in good operating condition. If equipment is not received in good operating condition due to no fault of the Customer, THB shall (at its option) either repair or supply replacement equipment subject to availability from THB's inventory. Defects or discrepancies in or like objection to equipment must be reported to THB within 24 hours after Customer receives the equipment, failing which it will be conclusively presumed that the equipment was as ordered, was received in good condition and is accepted. The remedies provided herein are Customer's sole and exclusive remedies. In no event shall THB be liable for direct, indirect, special, incidental or consequential damaged (including loss of profits) whether based on contract or any other legal theory. THB makes no warranty expressed or implied that the equipment is fit for any particular purpose. Upon notice from Customer during the course of rental, and upon return of equipment by Customer, THB will, at its option, repair or replace malfunctioning equipment.

Payment Terms

Terms are payable on collection. All applicable taxes will be added to the invoice and are payable by Customer. Proof of identity (driving licence or passport), and proof of address (council tax or current utility bill, not a mobile phone bill) will be required.

Liability

THB shall not be responsible for loss or damage to Customer's business or property or for injury or death to Persons; and Customer shall indemnify THB and hold it harmless for claims for any of the foregoing, including associated legal fees and expenses.

Default

Should customer default in its obligations, Customer agrees to pay THB for all costs and expenses incurred by THB in recovering the equipment or monies due and enforcing its rights. THB shall be entitled to recover its legal fees and expenses whether or not formal legal action is instituted.

Customer Obligations

Customer is responsible for damage to equipment due to abuse, misuse, or negligence. Customer agrees to pay the charges to repair equipment so damaged, and incurred shipping charges. Equipment shall be returned to THB in a clean, good serviceable condition except wear from reasonable and proper use. Upon return, customer must certify that equipment is free from contamination. Customer is responsible for loss or damage to equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all rented equipment, Customer agrees to pay THB the replacement cost (as determined by manufacturer's current list price) of any such equipment which Customer is for any reason unable to return to THB at the end of the rental period. Rental charges will continue until equipment is returned to THB or Customer reimburses THB for the replacement cost of the equipment. Unless otherwise agreed to in writing, customer shall pack the equipment for return to THB in accordance with standard commercial practices.

Notifications

Any required notices shall be given in writing at the address of THB or Customer as shown on the front of this contract or to such other address as either party may substitute by written notice to the other.

Assignment

Neither THB nor Customer may assign or transfer any rights, duties, or obligations herein without the prior written consent of the other, and any purported attempt to do so shall be null and void.

Waiver

Should THB choose not to exercise any of its rights that shall not constitute or be deemed a waiver or forfeiture of such rights.

Purchase Rights

Customer has no purchase rights or purchase options under this agreement.

Ownership

Rental equipment remains the property of THB. Customer shall not remove, deface, or obscure ownership labels.

Rates

The mid week saver rental charge is £45.00 Tuesday afternoon to Friday afternoon

The weekend rental charge is £55.00 Saturday morning to Tuesday morning.

The daily rental charge is £25.00 Tuesday to Friday subject to availability.

The weekly rental charge is £100.00.

All rentals start and conclude at THB premises, 15 Union Street Bedford MK40 2SF.

All rentals are subject to the THB opening hours Tuesday to Saturday 9.30am to 5pm.

All prices are per piece of equipment with a 10% reduction for taking both a crusher and a press.

A refundable deposit of £250.00 is subject to the return of equipment in a clean, good serviceable condition except wear from reasonable and proper use. Rentals continuing beyond the initial time period requested are billed at the daily or weekend rate as applicable. Rental charges cease on the day equipment is received at the THB. There are no credits or rebates for early return.

Equipment Usage

Customer shall not make any alterations, additions, modifications, or improvements to the equipment and shall use it only for the purpose and in the manner for which it was intended by the manufacturer. Customer may not permit the equipment to be used by another party, any person under the age of 18 or at a different location without the express written consent of THB.

Acceptance

By signing below, the Customer agrees that they have read and understands the above Terms and Conditions and have been given a copy of the instruction leaflet, and will be bound by them.

Signature _____

Date _____

Name (printed) _____

Phone Number _____

Address _____
