

Please read carefully to ensure these conditions do not contain anything with which you are not prepared to agree.

## **1. General**

This contract is for the hire of items & accessories (kilt & accessories) and the sale of goods detailed overleaf, and the parties to the contract are

### **(a) Definitions**

The Hirer and, where the Hirer is not an individual acting in person, the "signatory" overleaf.

Gibbs Inverurie (Registered No. SC243431) with registered offices at Benview, Hillbrae, Inverurie, AB51 0HG

Any condition deemed invalid would not affect other conditions. Nothing in this contract is intended to limit a consumer's existing legal rights.

### **(b) Extent of Contract**

The contract is not assignable and is effective when Gibbs Inverurie accepts the Hirers detailed order.

### **(c) Termination**

Gibbs Inverurie may terminate the contract & repossess hired goods without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings.

### **(d) Ownership of Goods**

Goods hired remains the property of Gibbs Inverurie at all times. Ownership of goods purchased transfers only when Gibbs Inverurie receives full payment.

## **2. Hire Charges**

### **(a) Basis of Charging**

The stated hire charges are for the duration of the contract and include Saturdays, Sundays and public holidays.

### **(b) Time for Payment & VAT**

The Hirer will pay all monies outstanding, including VAT, on demand and will be liable for reasonable legal charges, incurred by the Gibbs Inverurie, in the recovery of amounts due, Hired or sale goods.

### **(c) Deposits**

Deposits are set by Gibbs Inverurie, at amounts reasonably required and will be offset against any monies due. Hires will be subject to a £10.00 deposit at the time of booking. Deposits are non-refundable.

### **(d) Loss of Hired Goods and Damage Repair**

Gibbs Inverurie may treat goods unavailable for inspection after reasonable notice as lost and levy a penalty charge against the Hirer equal to the current replacement value. The Hirer will pay for loss of hired goods, breakage and damage. Hire charges will accrue until full settlement is made.

## **3. Hirer's Responsibilities**

### **(a) Inspection and Receipt of Hired Goods**

The Hirer will sign to acknowledge receipt at handover, shortages must be agreed and noted on the contract document. Goods hired with defects must be reported to Gibbs Inverurie as soon as possible.

#### **(b) Security of Hired Goods**

The Hirer accepts responsibility for hired goods & security until its return to Gibbs Inverurie and undertakes not to sell or relinquish possession, alter, repair or modify it in any way.

#### **(c) Return of Hired Goods**

The Hirer may arrange for the return of hired goods to Gibbs Inverurie, during normal business hours. Return of all hired goods will be prior to the end of business on the date specified. The Hirer shall remain liable for hired goods until returned.

#### **(d) Lost or Stolen Hired Goods**

The Hirer agrees to insure the hired goods at a full replacement basis against the risks of loss and theft and on demand pay to Gibbs Inverurie any insurance claim proceeds.

This liability is without prejudice to Gibbs Inverurie rights under the contract. Replacement goods purchased with any insurance claim proceeds are the property of Gibbs Inverurie.

#### **(e) Identification**

Identification is required on all orders prior to collection, if adequate identification is not shown, orders will be cancelled.

The Management reserve the right to refuse any order.

### **4. Gibbs Inverurie Responsibilities**

#### **(a) Hire Rates**

Gibbs Inverurie will maintain the agreed hire rates for the duration of the contract.

#### **(b) Inspection of Hired Goods**

Gibbs Inverurie will comprehensively check the hired goods before commencement of hire. If hired goods need to be replaced Gibbs Inverurie will substitute items of similar specification.

#### **(c) Fitting**

Gibbs Inverurie recommends the hired goods be collected & tried on prior to your function. Gibbs Inverurie offers facilities in store for the Hirer to try on hired goods. Failure to try your hired goods prior to your function will remove liability from Gibbs Inverurie for fitting errors. Children should be brought in 2-3 weeks before the function date for a final fitting. This is to ensure any growth in the child can be amended in the booking details.

#### **(d) Limitation of Liability**

The liability of Gibbs Inverurie for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of hired or sale goods, unsuitability, stoppage or lawful repossession.

Subject to the above Gibbs Inverurie will be liable for negligence or error in the performance of its obligations under the contract.