

Yahire LTD terms and conditions

Please carefully read through the below terms and conditions. All hire contracts from Yahire LTD are subject to the below terms.

Definitions:

- “Goods”- refers to the items that are on a contract
- “Contract”- refers to the written agreement between Yahire LTD and the customer
- “Yahire LTD”- is our company name (Yahire Limited company number:07602218 VAT registration no: 131188141)
- “The customer”- means any person(s), company or organisation who has booked a contract with Yahire LTD
- “Delivery window/Collection window”- This means the agreed scheduled time of our arrival. Our drivers may turn up at any point within this window

A) Booking:

1. The availability of goods to any given customer cannot be guaranteed by Yahire Ltd until a booking is confirmed.
2. Booking is confirmed by:
 - a. Cleared payment of the required deposit as minimum requirement, unless credit terms have been agreed by an authorised Yahire LTD representative.
 - b. Acceptance of Yahire LTD's terms and conditions. Payment is also considered acceptance of Yahire LTD's terms.
3. Cheques should be received by Yahire LTD at least 7 working days in advance of the event. When the cheque is cleared, your booking is confirmed. Confirmation of the booking is instantaneous with clearing of the cheque.
4. Yahire LTD can take no responsibility for the change of availability of the goods during the time before any cleared payment.
5. Yahire LTD reserves the right to cancel unpaid contracts at any point.
6. Yahire LTD reserves the right to decline acceptance of any payment method(s) at its own discretion. These include, but are not limited to: cash on collection or late requests to pay by cheque or invoice/purchase order after the hire.
7. Quotes are valid for no more than 7 days. They may be withdrawn at any time. Only written quotes from a Yahire LTD representative may be honoured; telephone and other quotes and prices for services may be dismissed at Yahire LTD's discretion.
8. Full payment is due before delivery, unless credit terms have been agreed by an authorised Yahire LTD representative.
9. It is the responsibility of the customer to ensure all relevant details of the order including, but not limited to, any requirements of the venue for delivery and collection are relayed to Yahire LTD at the point of booking (see section G). Any additional goods or services added later on may incur additional charges and are subject to availability
10. All payments made by any card other than Visa Debit, will incur a 2% surcharge.
11. Credit terms may be withdrawn at any time.

B) Deposit:

1. All bookings require a refundable deposit to be held by Yahire LTD against damages, loss and cancellation unless otherwise agreed.
2. Yahire LTD reserves the right to retain part or all of the deposit paid to cover loss, damage or cancellation – (see section C)

C) Cancellation:

1. All cancellations by the customer must be made in writing; either via email or recorded post. Orders are not cancelled until this is has been received. (It is recommended you confirm Yahire LTD's receipt of your cancellation by telephone)
2. There is no charge if orders are cancelled no later than 7 days before hire start date. A full refund will be issued, excluding the non-refundable 2% surcharge.
3. 0% of the hire charge is refunded if orders are cancelled within 48 hours days of the hire start date. Yahire LTD will refund delivery/collection costs at its discretion. This cancellation policy also applies to orders placed within this period.
4. 50% of the value of the Contract is chargeable if orders are cancelled within 7 days of the hire start date. Yahire LTD will refund delivery/collection costs at its discretion.

5. Any reduction of order value by the customer including changes relating to delivery and collection services is treated as part cancellation and the rules and charges as outlined above apply.
6. Yahire LTD reserves the right to cancel at any time. (This would only occur in extreme circumstances, is a very rare occurrence and something Yahire LTD will do its best to avoid).

D) During Hire:

1. When a Yahire Ltd representative delivers the goods to the agreed site / address, and until a Yahire LTD representative collects them, the goods are the sole responsibility of the customer (see section I(6)).
2. Goods should be stored in the correct way to avoid damage, it is the customer's responsibility to ensure they know how. The information can be provided upon request.
3. Goods should be stored in secure, dry conditions. Negligence can result in loss and damage for which relevant charges defined by Yahire Ltd may apply.
4. Goods should be returned in clean, dry condition or relevant charges for replacement or repair may apply.
5. Yahire LTD reserves the right to not leave goods with the customer, if on delivery it is apparent the goods will not be kept safely or securely.
6. Late returns of goods will incur full relevant hire fees, plus any costs incurred due to subsequent interference with any other orders.

E) Damage / loss:

1. There are charges for any goods hired from Yahire Ltd that are damaged or lost, the costs of which are available on request.
2. Loss also includes, but is not limited to, loss of staff time through labour, waiting, cleaning etc., inconvenience to other customers as a result of the customer's failure to comply with the terms and conditions and agreed hire start end times and other relevant details.

F) Refunds:

1. Deposit refunds are usually issued by the same means the funds are taken.
2. Yahire LTD aims to process all refunds within 10 working days of the end of hire, though Yahire LTD cannot guarantee the time it takes to receive the money due to processing times at banks etc.
3. The customer should contact Yahire LTD if they have not received payment within 14 days of hire end, to ensure that the refund has been processed.
4. These rules apply to any other refund.
5. Yahire LTD will not refund any more than the value of a particular item if either proven to be faulty or not received. Yahire LTD does not take responsibility for any additional costs or loss of earnings incurred to a customer.

G) Delivery / Collection:

1. The customer is responsible for providing adequate legal parking for Yahire LTD vehicles for the whole duration of time needed for Yahire LTD staff to safely complete delivery or collection for the order. Failure to provide adequate and legal parking may result in refusal of delivery or collection. No refunds will be given to a refused delivery. Redelivery and recollection costs maybe applicable if the service is still required thereafter.
2. Any parking tickets, fines or additional costs incurred by Yahire LTD due to a customer's failure to provide adequate legal parking will be passed on to the customer. Yahire LTD reserve the right to deduct this amount from the refundable security deposit. Please note that the charges, when applicable, will be subject to Value Added Tax (VAT).
3. Unless otherwise agreed, delivery and collection are standard economy service which will include:
 - a) A customer's agreed delivery and collection window a 6 hour window within 8am-6pm.
 - b) Delivery/collection to the street level/ground floor with step free access within reasonable distance - up to 10 metres from nearest available parking point, or up to 10 metres into a building on the ground floor.
 - c) Please note, narrow corridors or entry points, and other obstructions including potentially hazardous access points may be deemed as an additional service, to our economy service.
4. It is the customer's responsibility to book an appropriate arrival time for both delivery and collection. Waiting time charges may apply if Yahire LTD are in any way held or postponed from delivering or collecting from the moment Yahire LTD arrive on site until the moment Yahire LTD are allowed to start unloading or loading the goods. This may include Yahire LTD vehicles being held in a queue at a loading bay, being held for security reasons or being obstructed by third parties inside or outside the venue.
5. At the point of booking or prior to the vehicle being dispatched it is the responsibility of the customer to Inform Yahire LTD of any additional requirements of a venue, such as providing driver names or vehicle details, bringing personal protection equipment and vehicle passes. Any obstructions within the venue such as steps, doors, third party staff or even long distances to the delivery/collection point.

6. If Yahire LTD representatives are refused access or delayed from loading/unloading to a venue for any of these reasons then relevant redelivery, recollection, waiting or additional labour charges may apply.
7. Before a collection goods should be left ready for the driver(s) in a similar manner to how they were delivered. For example, chairs should be safely stacked up, glasses should be put away in boxes and trestle table legs should be folded away. Advice on how to be ready for collection can be provided upon request.
8. Yahire LTD driver(s) will endeavor to call the provided contact number(s) 15-30 minutes prior to arrival. Although Yahire LTD will do all it can to ensure this call happens, this is an additional service and cannot be guaranteed. Nor can it be used as reason for not being present at the arranged delivery/collection address at the time of the driver's arrival.
9. It is the customer's responsibility to ensure they or an authorised representative are present during both delivery and collection windows, failure to be present at the driver's arrival time may incur redelivery, recollection or waiting charges. The transport department are available to give estimated times of arrivals (ETA) Monday to Friday 08:30-19:30 and on weekends 09:00-17:00 by calling 0207-112-8511 (option 2).
10. Any discrepancies must be made in writing preferably on the delivery note within 3 hours of delivery. If there is no authorised person(s) present to sign for receipt and or return of the goods Yahire LTD will chose at its discretion whether they will continue to deliver or collect the goods without a signature. In this instance the customer automatically accepts the condition and quantity of the stock stated by the present Yahire LTD representative.
11. Unless other arrangements have been agreed by Yahire LTD in writing, upon collection, the goods are to be dismantled and stacked together, as close to where our vehicle can park as reasonably practicable. In an instance where that is not the case, e.g. the hired goods are scattered around a venue in multiple rooms or tables are still fully set, additional labour charges may apply for the additional time spent collecting.
12. During each collection the driver will do a preliminary check and count of the goods where possible. However, with some items this count may not always be possible. For instance, catering equipment and linen may be too numerous and time consuming for the driver to do while on site. Although every effort will be made by Yahire LTD staff to document any potential discrepancies during delivery and collection, the driver may not notice potential damage, dirt or loss. All items will be thoroughly checked, counted and cleaned in a controlled environment at a Yahire LTD warehouse. It is with these warehouse reports that any stock related charges due to damage, loss or dirt are reported.
13. Yahire LTD may refuse to collect any goods that are not ready for collection, any goods left behind are the responsibility of the paying customer to return to Yahire LTD or relevant additional hire or replacement costs will be passed on to the customer.
14. Yahire Ltd reserves the right to refuse to deliver or collect in addition to charging, due to breach of any of these guidelines.

H) If Yahire is Late:

1. Yahire LTD will always endeavor to arrive as scheduled and has a strong track record for being on time. This may not always be possible due to traffic, weather conditions, issues with other jobs and any other delays. For this reason, Yahire LTD recommends scheduling delivery to a 'safe' time which allows for the worst to happen and your event to function with other arrangements. Yahire LTD can accept no responsibility for a customer's failure to account for this matter and will not compensate beyond the value of any monies taken for any given job.
2. If Yahire Ltd is at fault and in breach of its agreement with the customer, Yahire LTD may refund partial or whole delivery fees. This will be based on how late Yahire LTD are, and whether the customer had allowed sufficient time as per Yahire LTD guidelines to account for this.

I) Yahire equipment & services

1. Our hourly chargeable rate per member of staff is charged at up to £30 + VAT. This charge may apply to any instance in which waiting time or additional labour costs are incurred.
2. All displayed prices for hire on Yahire LTD website(s) are an invitation to treat only.
3. The hired goods and equipment remain property of Yahire LTD at all times. All Yahire LTD property may not be held as collateral to any debts whether it be a customer's, Yahire LTD or third party debt.
4. Stock images on Yahire LTD website(s) are regularly kept up to date with pictures of Yahire LTD actual holding stock. However, stock items may slightly differ from the images shown on the website.
5. Every effort will be made to meet an orders specifications, however in the event that an item is unavailable Yahire LTD reserves the right to substitute the item(s) with a similar item to the nearest specifications.
6. Customers are solely responsible for the condition and safety of the hired goods from the moment they are signed for upon delivery, to the moment they are returned or collected and signed for (see section G(10)).
7. It is the customer's responsibility to ensure they are aware of each items special requirements such as any health and safety requirements or the accepted state of return, information can be provide upon request.

8. Any heated appliances such as ovens or outdoor heaters must be kept at least 2 metres away from Yahire LTD Gazebo Walls. Any open fires including barbeques must be kept 5 metres away from Yahire LTD Gazebos. All catering goods such as crockery, cutlery, serviceware and glassware are to be returned unsoiled. This means no large chunks of food or large amounts of liquid/sauce left on the items upon return. It is strongly advised to do a quick rinse before return or additional cleaning charges may apply. Although Yahire LTD are more than happy to help guide you in planning your event, Yahire LTD takes no responsibility for the measurements and specifications of a venue. Nor can Yahire LTD make any guarantees that all or some of Yahire LTD goods will meet the specifications of a required area. It is the customer's responsibility to ensure that the stock hired from Yahire LTD will fit in the required area. Yahire LTD stock measurements are available on Yahire LTD website(s) or upon request. The customer is responsible to ensure all goods are to be returned in a clean and dry condition. Items such as linen or seat pads can easily be damaged by mildew, burns and candle wax. Any items that are returned in a condition that can no longer be cleaned or repaired to the condition in which Yahire LTD delivered in, full replacements costs may be charged.
9. During a "set-up" customers are advised to stick to the agreed plan. A "set-up" is a service that is only to be done once per ordered time. If the customer is not happy with the plan upon completion, depending on other commitments Yahire LTD may refuse to spend additional time on site amending the "set-up". Yahire LTD may also charge for any additional labour time spent on site if the plan changes or Yahire LTD are obstructed from setting up.

J) Self-collections and self-returns

1. A valid form of photo ID must be provided to Yahire LTD before Yahire LTD hand over the hired goods. A passport or drivers licence, as well as national ID cards from European Union member states and any form of ID produced by the Home Office are the only accepted forms of identification.
2. Customers who choose to collect or return goods themselves must use vehicles suitable for this purpose including means of securing the goods safely. Yahire LTD reserves the right to refuse the release of hired goods to any customer without a suitable vehicle for the safe carriage of hired goods.
3. In addition to the paying customer photo ID any persons including couriers will be expected to provide photo ID.
4. Yahire LTD are not responsible for any waiting charges incurred to a customer by a courier service. To prevent these types of charges it is advised that you provide the courier with the name you booked your order under and the last 5 digits of your long contract number. It is also advised that you keep in contact with Yahire LTD to inform when a courier is likely to arrive and what courier company you have booked.