TALLEY GROUP LIMITED
TERMS AND CONDITIONS FOR THE HIRE OF GOODS

1. THESE TERMS

1.1. These terms cover: These are the terms and conditions on which we supply hire goods to you and perform the services and work for you in conjunction with the hire of hire goods including delivery, installation and/or collection of the hire goods.

1.2. We recommend that you read them carefully before you submit your order to us. These terms tell you who we are, how we will provide the hire goods to you and the terms on which we will do so, how you can give instructions to us about how to do it in a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. Who we are. We are Talley Group Limited a company registered in England and Wales. Our Company Registration number is 09522805 and the Company’s principal place of business is at Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9DQ.

2.2. How to contact us. You can contact us by telephoning our customer service team on 01794 503500 or writing to us at sales@talleygroup.com or Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9DQ.

2.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. “Writing” includes emails. When we use the words “writing” or “written” in these terms, this will include email.

3. OUR CONTRACT WITH YOU

3.1. These terms apply to orders placed face to face at your home or premises, via telephone, in writing, via fax or via our website.

3.2. If you are a business customer these terms apply to the exclusion of all other terms and conditions including any terms or conditions which you seek to apply under any purchase order, confirmation of order, course of dealing or similar document, or which are implied by trade, custom, practice or course of dealing.

3.3. Each order shall be an offer by you to hire the hire goods and these terms shall apply. Please ensure that you read these terms carefully, and check that the details on the order and in these terms are accurate and complete before you agree to them.

3.4. How we will accept your order. Our acceptance of your order will take place when we issue a written acknowledgement of the order or, if earlier, we deliver the hire goods to you, at which point a contract will come into existence between you and us.

3.5. If we cannot accept your order. If we are unable to supply the hire goods, we will, if we have to, tell you why by telephone or by writing to you at the email address or postal address you provided to us in your order.

3.6. Our brochures and on our website are for illustrative purposes only. Although we have made every effort to ensure that the information in our brochures and on our website is accurate, we do not guarantee the accuracy of the information.

4. QUOTATIONS

4.1. Hire goods may vary slightly from their pictures. The images of the hire goods in our brochures and on our website are examples and illustrations only. We reserve the right to make changes to the hire goods and these terms to improve our products, to comply with any instruction, guidance and/or advice except to the extent that the persons performing the services are negligent; and

4.2. You may vary your order. You are not prevented from changing your order or making additional orders.

4.3. Sales person not responsible for any instruction, guidance and/or advice given by the Customer to any such technician. The Customer shall instruct such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such technician. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such technician.

5. THE HIRE GOODS

5.1. Each order of hire goods shall form a separate contract and shall be separate to any other contract for hire goods with the Company.

5.2. The hire period. The hire period shall start on the date we deliver the hire goods to you at the premises instructed. If you have not provided appropriate instructions, documents, licences or authorisations, the hire goods shall pass to you on delivery.

5.3. Quantity of the hire goods. The quantity of the hire goods and the hire period shall be as set out in the order. Each order of an item of hire goods shall form a separate contract and shall be separate to any other contract for hire goods with the Company.

5.4. The hire period. The hire period shall start on the date we deliver the hire goods to you at the premises instructed. If you have not provided appropriate instructions, documents, licences or authorisations, the hire goods shall pass to you on delivery and shall end on the earlier happening of any of the following:

5.4.1. the physical return of the hire goods by you to us;

5.4.2. the physical repossession or collection of the hire goods by us;

5.4.3. notification by you for us to collect the hire goods;

5.4.4. the hire goods being subject to a minimum hire period of 7 days at the agreed rental.

5.5. The hire period. Any quotation is given on the basis that no contract will come into existence between you and us until the Company acknowledges the order. Any quotation is valid for a period of thirty (30) days from its date, provided that we have not previously withdrawn it.

5.6. Hire goods are hired subject to them being available for hire at the time required by you. We will not be liable for any loss suffered by you as a result of the hire goods not being available when you require them.

6. NATIONAL HEALTH SERVICE

6.1. If you are a National Health Service customer, it is your responsibility to notify your technical department that the hire goods have been ordered and to obtain approval from such technical department before using the hire goods. We shall not have any liability for any loss or damage resulting from your failure to so notify. We are registered by the NHS Supplies Authority under Master Indemnity Agreement Number 058.

7. HOW WILL WE PROVIDE THE HIRE GOODS AND PERFORM THE SERVICES

7.1. How will we provide the hire goods? We shall despatch and deliver the hire goods and perform the services as agreed in your order. We will endeavour to despatch the hire goods and perform the services as soon as possible following the respective commencement or termination of the hire period and the hire period is an estimate.

7.2. To facilitate delivery, you must, at your expense, make all arrangements necessary to take delivery of the hire goods and make available for delivery the place where the hire goods are to be delivered. We shall have no liability for any loss or damage resulting from your failure to so notify. We are registered by the NHS Supplies Authority under Master Indemnity Agreement Number 058.

8. THE HIRE GOODS

8.1. Hire goods may vary slightly from their pictures. The images of the hire goods in our brochures and on our website are examples and illustrations only. We reserve the right to make changes to the hire goods and these terms to improve our products, to comply with any instruction, guidance and/or advice except to the extent that the persons performing the services are negligent; and

8.2. Our charge is based on the hire period. If you are in receipt of the hire goods for more than 24 hours, the hire goods will be deemed to have been delivered and any appropriate delivery charge incurred. We will charge you for the hire period for which you have the hire goods; and

8.3. During the hire period and any further term during which the hire goods are in your possession, you are responsible for all costs of maintaining the hire goods in good working order and condition, all costs of any repairs, including those required to comply with any instruction, guidance and/or advice given by the Customer to any such technician. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such technician.

9. THE WAY WE WILL PROVIDE THE HIRE GOODS

9.1. The invoice is sent to the Customer from time to time. You must pay all sums due to the Company under the contract without any set-off, deduction and/or any other withholding of monies on the grounds of a counterclaim. The Customer may make payments in full or in part. The Customer reserves the right to terminate or suspend the contract for the hire of the hire goods and/or the provision of services if it allows to it to continue will result in the Customer exceeding its credit limit or the credit limit is already exceeded.

10. RISK, OWNERSHIP AND INSURANCE

10.1. We will not own the hire goods. The hire goods shall at all times remain the property of the Company, and you shall not own or have any right, title or interest in or to the hire goods (save the right to possess and use of the hire goods during the hire period and subject to these terms.)

10.2. If we are in receipt of the hire goods for more than 24 hours, the hire goods will be deemed to have been delivered and any appropriate delivery charge incurred. We will charge you for the hire period for which you have the hire goods.
14. DEFAULT

14.1. If the Customer:
14.1.1. fails to make any payment to the Company when due without just cause;
14.1.2. breaches the terms of the contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
14.1.3. fails to keep any of the hire goods in good repair, except for normal wear and tear; or
14.1.4. provides incomplete, materially inaccurate or misleading facts and/or information in connection with the contract;
14.1.5. in the event that the Company charges or creates any form of security over any hire goods, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium or is subject to an insolvency case; or
14.1.6. fails to settle any payment due on the hire goods, to the Company's satisfaction, within any agreed time limit;
14.2. If any of the events set out in clause 14.1 above occurs in relation to the Customer then:
14.2.1. if you are a consumer, you may only transfer your rights or your obligations under these terms to another person in the circumstances in which you can only transfer rights or obligations;
14.2.2. if you are a business, all monies you owe to the Company shall immediately become due and payable;
14.2.3. the Company may withhold the performance of any services and cease any services in progress under this and/or any other contract with the Customer; and/or
14.2.4. in the event that you are a business, the Company may withhold the performance of any services and cease any services in progress under liability to the Customer the contract and/or any other contract with the Customer.
14.3. Repossession of the hire goods shall not affect the Company’s right to recover from the Customer any of the monies due under the contract or any other damages in respect of any breach, which occurred prior to repossession of the hire goods.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1. Nothing in these terms limits or excludes the Company’s liability for:
15.1.1. death or personal injury caused by our negligence;
15.1.2. fraud or fraudulent misrepresentation;
15.2. These terms set forth the Company’s entire liability in respect of:
15.2.1. these terms set forth the Company’s entire liability in respect of death or personal injury caused by our negligence;
15.2.2. these terms set forth the Company’s entire liability in respect of loss or damage suffered by you that is foreseeable by you or by the Company.
15.3. Subject to clause 15.1, our total liability to you in respect of all losses arising under or in connection with the contract, whether contract (including negligence), breach of statutory duty or otherwise, shall not exceed £100,000.
15.4. If the Company damages the premises or the Customer’s property during delivery, installation or in performing the services its liability will be limited to the cost on replacement of the damaged property.
15.5. If you are a consumer:
15.5.1. in cases where we are required to comply with these terms, we are responsible for any damage or loss suffered if we are not able to prove that the damage or loss was not caused by your fault or fault of your servant or agent;
15.5.2. in cases where we are responsible for any damage or loss suffered if we are not able to prove that the damage or loss was not caused by your fault or fault of your servant or agent.
15.6. If you are a business
15.6.1. unless you are a consumer, and provided that such losses or costs or expenses caused or contributed to by the Customer’s continued use of defective hire goods and services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer for the resultant costs, expenses and/or damages.
15.7. LOSS OR DAMAGE TO THE HIRE GOODS

15.7.1. If the hire goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the hire goods the Customer shall be liable to the Company for the cost of any repair and/or cleaning required to return the hire goods to a condition fit for re-hire.
15.7.2. If the hire goods are lost, stolen and/or damaged beyond economic repair during the hire period less the amount paid to the Company for the cost of any repair and/or cleaning required to return the hire goods to a condition fit for re-hire and/or an inherent fault in the hire goods the Customer shall be liable to pay
15.8. TERMINATION BY NOTICE

15.8.1. If the hire period does not have a fixed duration either the Customer or the Company is entitled to terminate the contract at any time after the expiry of the Minimum hire period, upon giving the other party an agreed period of notice.
15.8.2. If you are a business, and we do not agree that the hire goods are acceptable to the Customer, the Company has the right, without prejudice to any other remedies, to exercise any or all the rights set out in clause 14.2 below.
15.9. OTHER IMPORTANT TERMS

15.9.1. You need our consent to transfer your rights to someone else (except that you can always transfer your guarantee). You may only transfer your rights or your obligations under these terms to another person in the circumstances in which you can only transfer rights or obligations; You may only transfer your rights or your obligations under these terms to another person in the circumstances in which you can only transfer rights or obligations; You may only transfer your rights or your obligations under these terms to another person in the circumstances in which you can only transfer rights or obligations; You may only transfer your rights or your obligations under these terms to another person in the circumstances in which you can only transfer rights or obligations;