

1. DEFINITIONS

In this document the following words shall have the following meanings

1.1 "Hiree" means the person who hires Goods from the Hirer;

1.2 "Conditions" mean the terms and conditions of Hire set out in this document and any special terms and conditions agreed in writing by the Hirer;

1.3 "Delivery/Fitting date" means the date specified by the Hirer when the Goods are to be delivered or fitted;

1.4 "Goods" means the articles to be supplied to the Hiree by the Hirer;

1.5 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.6 "Price" means the price set out in the list of prices of the Goods maintained by the Hirer as amended from time to time or such other price as the parties may agree in writing plus such carriage, packing, insurance or other charges, interest or fees on such as may be quoted by the Hirer or as may apply in accordance with these conditions;

1.7 "Hirer" means Happy Customers Group Limited, T/A Pay As You Go Carpets.

1.8 "Surveyor" means the independent self employed surveyor for whom Happy Customers Group Limited acts solely as agent.

1.9 "Fitter" means the independent fitter for whom Happy Customers Group Limited acts solely as agent.

2. GENERAL

2.1 These conditions shall apply to all contracts for the Hire of Goods by the Hirer to the Hiree to the exclusion of all other terms and conditions including any terms or conditions which the Hiree may seek to apply under any Hire agreement or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Hiree to Hire Goods pursuant to these Conditions. Orders for goods shall be processed by an independent surveyor for whom Happy Customers Group Limited act only as an agent. The independent surveyor assists the Hiree in relation to ordering the goods as part of the provision of the surveying services to the Hiree.

2.3 Acceptance of delivery/fitting of the Goods shall be deemed conclusive evidence of the Hiree's acceptance of these Conditions. Fitting of any goods shall be carried out by an independent fitter who provides the fitting services directly to the Hiree. Happy Customers Group Limited act only as agent of the buyer in arranging for the fitting service to be provided by an approved self employed contractor.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties including without limitation as to discounts) shall be inapplicable unless agreed in writing by the Hirer.

2.5 Any advice, recommendation or representation given by the Hirer or the self employed contractors to the Hiree as to the storage, application or use of the Goods or otherwise

which is not confirmed in writing by the Hirer is followed or acted upon entirely at the Hiree's own risk, and, accordingly, the Hirer shall not be liable for any such advice, recommendation or representation which is not so confirmed.

2.6 Happy Customers Group Limited acts only as principal in relation to the supply of goods (Carpets/Furniture)

2.7 Nothing in these Conditions shall affect the statutory rights of any Hiree dealing as a consumer.

3. SURVEY/SALES APPOINTMENT

3.1 The booking of a sales/survey appointment does not constitute any form of agreement between the Hirer and the Hiree. Happy Customers Group Limited does not enter into any formal agreement with the Hiree at point of survey.

3.2 Sales/Survey appointments are carried out by a self employed independent surveyor for whom Happy Customers Group Limited act solely as agent.

3.3 Surveyors act as principal in relation to the provision of surveying services provided to the Hiree.

3.4 Where Happy Customers Group Limited collects any form of electronic payment for the surveyors services, the payment is only taken on behalf of the surveyor, as an agent

3.5 Happy Customers Group Limited will pass payment onto the surveyors in respect of the services provided to the Hiree under a paymaster arrangement and as a disbursement for VAT purposes.

3.6 Complaints in respect of the services provided by the independent surveyor should be addressed directly to them. Should you be unable to contact them, please follow the Happy Customers Group Complaints Procedure.

4. PRICE & PAYMENT

4.1 Payment of the Price is strictly by payment in full (cash) or by way of Hire through the acceptance by the Hirer of the establishment of a Hire agreement with the Hiree in which event payment of the price is due as described in the details contained within the agreement.

4.2 The Hirer reserves the right to grant, refuse, restrict, cancel or alter Hire terms at its sole discretion at any time.

4.3 If payment of the Price or any part thereof is not made by the due date, the Hirer shall be entitled to:

4.4.1 require payment in advance of making the goods available for delivery/fitting in relation to any Goods not previously delivered;

4.4.2 refuse to make delivery/fitting of any undelivered/fitted Goods whether ordered under the contract or not and without incurring any liability whatsoever to the Hiree for non-delivery/fitting or any delay in delivery/fitting;

4.4.3 appropriate any payment made by the Hiree to such of the Goods (or Goods supplied under any other contract) as the Hirer may think fit;

4.4.4 terminate the contract.

5. DESCRIPTION

5.1 Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Hiree hereby affirms that it does not in any way rely on any description when entering into the agreement.

6. SAMPLE

6.1 Where a sample of the Goods is shown to and inspected by the Hiree, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Hiree to judge for itself the quality and suitability of the product, and not so far as to constitute a sale by sample.

7. DELIVERY

7.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Hiree on the date specified by the Hirer. The Hiree shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7.2 The date of delivery specified by the Hirer is an estimate only. Time for delivery shall not be of the essence of the agreement and while every reasonable effort will be made to comply with such dates, compliance is not guaranteed and the Hirer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.

7.3 If the Hirer is unable to deliver the Goods for reasons beyond its control, then the Hiree shall be entitled to place the Goods in storage until such time as delivery may be affected.

7.4 If the Hiree fails to accept delivery of Goods on the delivery date or fail to notify us that they are unable to accept delivery of Goods on the delivery date within 24 hours of the delivery date, the Hirer reserves the right to apply a fee equivalent to the costs of re delivery to the Hiree and charge them therefore.

8. FITTING SERVICES

8.1 Happy Customers Group Limited acts only as an agent in respect of the self-employed independent fitter assigned to carry out any installation.

8.2 Unless otherwise agreed in writing, fitting of the Goods shall take place at the address specified by the hiree on the date specified by the Hirer. The Hiree shall make all arrangements necessary to accept fitting of the Goods whenever they are tendered for fitting.

8.3 Upon acceptance of the fitting date, the hiree accepts that they enter into contract with and pay the fitter the relevant pre agreed fee for the installation services provided.

8.4 If any payment for services supplied by the independent fitter are taken electronically by Happy Customers Group Limited, they are done so only as agent Payments taken this way

will be passed onto the fitter under a paymaster arrangement and as a disbursement for VAT purposes.

8.5 If the independent fitter is unable to deliver the Goods for reasons beyond their control, then the Hirer shall be entitled to place the Goods in storage until such time as fitting may be affected.

8.6 If the Hiree fails to accept installation of Goods on the fitting date or fail to notify us that they are unable to accept installation of Goods on the fitting date within 24 hours of the fitting date, the Hirer reserves the right to apply a fee of £20.00 and charge them therefore before booking an alternative fitting date.

8.7 Complaints in respect of the services provided by the independent fitter should be addressed directly to them. Should you be unable to contact them, please follow the Happy Customers Group Complaints Procedure.

9. ACCEPTANCE

9.1 The Hirer is required to check Goods upon delivery/fitting and shall be deemed to have accepted the Goods 14 days after delivery/fitting to the Hiree. Accordingly, no claim for defects, damage or quality will be entertained (without prejudice to the Seller's other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by the Hirer within 14 days of delivery/fitting. After acceptance the Hiree shall not be entitled to reject Goods which are not in accordance with the contract.

10. RISK & TITLE

10.1 Risk in the Goods will pass immediately to the Hiree when they leave the physical possession or control of the Hirer.

10.2 Risk in the Hire Goods will not pass back to the Hirer from the Hiree until the Hire Goods are back in the physical possession of the Hirer. This shall apply even if the Hirer has agreed to cease charging the Rental.

10.3 Ownership of the Hire Goods remains at all times with the Hirer.

The Hiree has no right, title or interest in the Hire Goods except that they are hired to the Hiree.

11. INSOLVENCY OF BUYER

11.1 If the Hiree fails to make payment for the Goods in accordance with the Hire agreement or commits any other breach of this Hire agreement or if any distress or execution shall be levied upon any of the Hiree's property or the Goods or if the Hiree offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Hiree or the Hiree is unable to pay its debts as they fall due or if the Hiree shall suffer any analogous proceedings under foreign law or if any such matter as provided for in this clause is reasonably apprehended by the Hirer all sums outstanding in respect of the Goods shall become payable immediately.

11.2 The Hirer may in the circumstances set out in clause 11.1 above also in its absolute discretion, and without prejudice to any other rights which it may have, exercise any of its rights pursuant to clause 10 above.

12. WARRANTY

12.1 Where the Goods are found to be defective, the Hirer shall replace defective Goods free of charge within the manufacturer's warranty period if acceptable from the date of delivery, subject to the following conditions:

12.1.1. the Hiree notifying the Hirer in writing immediately upon the defect becoming apparent;

12.1.2. the defect being due to faulty design, materials or workmanship;

12.2 Any Goods to be repaired or replaced shall be returned to the Hirer at the Hiree's expense, if so requested by the Hirer.

12.3 Where the Goods have been manufactured and supplied to the Hiree by a third party, any warranty granted to the Hiree in respect of the Goods shall be passed on to the Hiree and the Hiree shall have no other remedy against the Hirer.

12.4 The Hirer shall be entitled in its absolute discretion to refund the Price of the defective Goods in the event that the Price has already been paid minus any non refundable deposits as agreed in agreement.

12.5 The remedies contained in this Clause are without prejudice and subject to the other Conditions herein, including, but without limitation, to conditions 13 and 14 below.

13. LIABILITY

13.1 No liability of any nature shall be incurred or accepted by the Hirer in respect of any representation made by the Hirer, or on its behalf, to the Hiree, or to any party for whom Happy Customers Group Limited acts as agent, prior to the making of this contract where such representations were made or given in relation to:-

13.1.1. the correspondence of the Goods with any description or sample;

13.1.2. the quality of the Goods; or

13.1.3. the fitness of the Goods for any purpose whatsoever.

13.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:

13.2.1. the correspondence of the Goods with any description;

13.2.2. the quality of the Goods; or

13.2.3. the fitness of the Goods for any purpose whatsoever.

13.3 Except where the Hiree deals as a consumer all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are hereby excluded from the contract to the fullest extent permitted by law.

13.4 For the avoidance of doubt the Hirer will not accept any claim for consequential or financial loss of any kind however caused.

14. LIMITATION OF LIABILITY

14.1 Where any court or arbitrator determines that any part of Clause 13 above is, for whatever reason, unenforceable, the Hirer shall be liable for all loss or damage suffered by the Hiree but in an amount not exceeding the Price.

14.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Hirer for death or personal injury as a result of the Hirer's negligence or that of its employees or agents.

15. FORCE MAJEURE

15.1 The Hirer shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, pandemic resulting in lockdown and the Hirer shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Hirer considers unreasonable, it may without liability on its part, terminate the contract or any part of it.

16. RELATIONSHIPS OF PARTIES

16.1 Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the parties

16.2 Happy Customers Group Limited acts only as principal in relation to supply of goods.

16.3 Happy Customers Group Limited acts solely as agent in relation to surveying services provided by an independent self employed surveyor.

16.4 Happy Customers Group Limited acts solely as agent in relation to fitting/installation services provided by an independent self employed fitter.

17. WAIVER

17.1 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of this Agreement.

18. SEVERABILITY

18.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19. SET OFF

19.1 The Hiree may not withhold payment of any invoice or other amount due to the Hiree or any agent by reason of any right of set-off or counterclaim which the Hiree or agent may have or allege to have for any reason whatsoever.

19.2 These Conditions and any documents incorporating them or incorporated by them constitute the entire agreement and understanding between the parties.

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.