

**Additional Terms and Conditions for Kitchen and Catering Equipment Hire**

These Additional Terms and Conditions for Kitchen and Catering Equipment Hire (“Kitchen and Catering Conditions”) apply in addition to Elliott’s Conditions of Hire which can be found at <http://www.elliottuk.com/conditions-hire> for any hire of Kitchen Equipment and form part of and are incorporated into Elliott Conditions of Hire.

**1. Minimum Hire Period**

1.1 The Customer or Elliott may terminate the Hire Contract by notice in writing to the other of not less than the duration specified below, any such notice to expire on the last day of the Minimum Hire Period or any day thereafter:-

<b>Minimum Hire Period</b>	<b>Notice</b>	<b>Minimum Hire Period</b>	<b>Notice</b>
1 month	1 week	3 months	2 weeks
6 months	3 weeks	12 months	4 weeks
24 months	12 weeks	36 months	26 weeks

**2. Connection of Mains Services**

2.1 Connection and disconnection of services on Site is must be performed by a competent engineer in accordance with the service requirements outlined by Elliott.

2.2 Gas equipment must be installed by a Gas Safe registered engineer. All gas fired catering equipment should be installed in accordance with current gas regulations.

2.3 Customer to ensure that all pipe work is sufficiently protected to prevent any form of damage including cold weather. Any damage caused as a result of this not being carried out will be chargeable.

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2.5 Customer to supply water pressure to 1.5 bar (where applicable). Please consult Elliott if unsure or require clarification.

2.6 Customer to supply a working gas pressure of 28mbar for a LPG supply and 21mbar for a NAT supply (where applicable). Please consult Elliott if unsure or require clarification.

2.7 No refund is available on any LP Gas Cylinders whether used or unused due to Gas Health and Safety regulations. You must re-order gas through Elliott, to do this please contact the Elliott ordering office.

### **3. Maintenance, Care and Alterations**

**Kitchen Equipment** means the kitchen and catering equipment, and any equipment ancillary thereto, listed in the quotation provided by Elliott to the Customer.

3.1 The quotation does not include for the provision of fire alarms, fire extinguishers, fire doors, emergency lighting or security systems.

3.2 It is the responsibility of the Customer to undertake a fire risk assessment for the portable facility provided by Elliott.

3.3 Fire suppression testing must be carried out every 6 months and is excluded from the quotation unless otherwise agreed. Please contact the Elliott ordering office for more information.

3.4 The Customer shall use the Kitchen Equipment in a skillful and proper manner and in accordance with any operating instructions issued with the Kitchen Equipment and shall ensure that the Kitchen Equipment are operated and used by properly skilled and trained personnel. The Customer shall be responsible for maintaining the Kitchen Equipment in the same condition as on the date of its delivery and for returning the Kitchen Equipment at the expiry of the Hire Period in a good and clean condition (fair wear and tear excepted). If Elliott in its absolute discretion shall consider that the Kitchen Equipment shall require cleaning at any time while it is on hire to the Customer in order to ensure its efficient operation or its continued efficient operation, Elliott shall be entitled to clean the Kitchen Equipment and charge the cost of so doing to the Customer.

3.5 If at any time during the Hire Period any item of the Kitchen Equipment is lost or damaged the Customer shall be responsible for the full cost of replacement or repair of such item of the Kitchen Equipment. In addition, the Customer shall be responsible for the replacement of all consumable items such as dishwasher salts, water softeners, calcium treatment units, slicer blades and light bulbs. In the case of damage to the Kitchen Equipment Elliott shall be entitled in its absolute discretion to determine whether the damage shall be made good by repair or the damaged item of the Kitchen Equipment shall be replaced.

3.6 No alteration or modification will be carried out to the Kitchen Equipment without the prior consent in writing of Elliott.

3.7 Nothing may be affixed to either the interior or exterior walls of the cabin or portable building housing or forming part of the Kitchen Equipment.

3.8 In the event of any item of the Kitchen Equipment malfunctioning, the Customer will inform Elliott at the earliest possible opportunity.

3.9 If in the opinion of Elliott any malfunction of the Kitchen Equipment is caused by misuse, neglect or malicious vandalism, scaled water, impact damage or broken knobs or frets the cost of repairs, as well as a call out charge at Elliott's then-applicable rates, will be charged to the Customer. If in the opinion of Elliott, the malfunction of the Kitchen Equipment is caused by incorrect usage, insufficient gas or electrical supply, inadequate water treatment or any other problem unrelated to the Kitchen Equipment, Elliott will charge the Customer a full call-out charge at the then applicable rates, including all transport charges.

3.10 In times of severe weather, precautions should be taken by the Customer to avoid frost, flood, wind, hail or storm damage. Elliott recommends that the unit be drained down or kept heated overnight at such times. Damage caused by frost is the responsibility of the Customer.

3.11 Under no circumstances may the Customer remove any Kitchen Equipment or part thereof from the cabin or portable building supplied by Elliott. No cooking equipment connected to a supply of water, electricity or gas, other than equipment supplied by Elliott, may be used within any portable kitchen supplied by Elliott unless agreed in advance in writing by Elliott.

3.12 The Customer shall be responsible for ensuring compliance with any applicable rules or regulations relating to health or safety at work and shall take such steps (including compliance with all safety and usage instructions provided by Elliott) as may be necessary to ensure, so far as is reasonably practicable, that the Kitchen Equipment are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work. In particular, if it is necessary or prudent for fire extinguishers to be available at the Site within the cabin or portable building supplied by Elliott, the Customer shall be responsible for supplying them.

3.13 Should any fixed or loose item of the Kitchen Equipment e.g. keys, sink plugs etc. not be returned with the Kitchen Equipment at the expiry of the Hire Period then rental will be charged on that item until it is either returned to the Customer or payment for the item is received by Elliott. The minimum hire charge for such items will be £20 plus £1 per item per day.

3.14 Where a Combination Oven and Calcium Treatment Unit (CTU) are on hire, it is the responsibility of the Customer to ensure regular checks are carried out to monitor the effectiveness of the CTU and to order replacement units when necessary in a timely manner, by ringing the Elliott ordering office.

#### **4. Cleaning**

4.1 The Customer shall fully clean down the Kitchen Equipment each day during the Hire Period as is mandatory for hygienic catering practice.

4.2 At the expiry of the Hire Period and prior to the collection of the Kitchen Equipment by Elliott the Customer will deep clean the Kitchen Equipment so that the Customer returns the Kitchen Equipment to Elliott in the same condition, fair wear and tear excepted, and standard of cleanliness as it was in when supplied by Elliott. Elliott will be entitled to charge up to £500.00 for each unit and £50.00 for each item of catering equipment received at Elliott's premises that has not undergone a deep clean.

4.3 Due to the nature of cold storage, Elliott does not cover the contents of refrigeration equipment therefore risks should be covered in the normal way.