



Topspin Sports Ltd
117 Colchester Road
London, E10 6HD
0044 (0)208 279 4099
orders@topspintt.com
www.topspintt.com

Topspin Sports Ltd General Terms & Conditions Table Tennis Equipment Hire and Event Organising

1. Any dissatisfaction with the service provided by Topspin Sports Ltd should be notified in writing to Topspin Sports Ltd, 117 Colchester Road or by email to hello@topspintt.com within 5 days of the hire/event.
2. Whilst every effort will be made to complete all contracts and bookings as specified, the total liability of Topspin Sports Ltd is limited to the maximum value of our contract with the client, except for claims arising from any injury or death to persons or damage to tangible property, and which is caused or contributed to by Topspin Sports or by anyone acting under its direction or control or on its behalf, or which arises alleging that the services or a deliverable or the use of a deliverable infringes any intellectual property right of any third party."
3. It is the promoters/organisers/clients responsibility to ensure that the equipment hired is not damaged during the hire period and if damage is caused during this period they may be liable for the costs of repair to equipment.
4. It is the promoters/organisers/clients responsibility to notify Topspin Sports of any access problems to the venue, or limitations within or at the venue relating to the hire or service we are to provide. If for any reason we are unable to provide the hire or service due to unreasonable access, or lack of access, or unsuitable venue, this will be treated as a cancellation of our service and cancellation conditions will apply.
5. If an agreed hire period is extended then a fee equivalent to the full fee divided by the number of hours will be used as the fee payable per additional hour or part thereof.
6. Payment terms are strictly 7 days, unless otherwise quoted or agreed in writing. These terms take preference over any client existing payment terms.
7. Cancellation terms apply once a booking has been accepted either verbally or in writing. Topspin Sports cancellation terms apply and take preference over any such terms to client's standard terms unless otherwise indicated,
Cancellation 30 days or more from hire or event - 25% of contract value
Cancellation 7 days or more from hire or event – 50% of contract value
Cancellation 6 days or less of hire or event – 75% of contract value
8. Whilst Topspin Sports will endeavour to complete all contracts as fully and successfully as possible we can accept no liability for circumstances beyond our control.

Topspin Sports Ltd
Registered Office
117 Colchester Road
London
E10 6HD
Company Registration: 07115375
Company VAT number: 984 9949 28

Topspin Sports Ltd HIRE TERMS

Topspin Sports Ltd is hereinafter referred to as the "Owner".

"Equipment" means the equipment which is provided to the Hirer under the Contract and delivered to the Hirer and detailed further on the Order Form.

"The Contract" means the contract between the Owner and the Hirer for the Rental of the Equipment.

"Order" means the order form to which these terms are appended.

"Rental" is the provision of the Equipment by the Owners to the Hirer for the Hirer's use for an agreed period and at an agreed cost and subject to these terms and conditions.

The Contract shall commence on the day of delivery.

The Contract shall terminate on the day of collection or when Hire items are received back at office of Topspin Sports Ltd

The Rental will be charged by the day unless otherwise agreed.

The minimum Rental is for one day, unless otherwise agreed.

If the Hirer does not make the Equipment available for collection or return as required on termination of the Contract, the Hirer shall be responsible for the Rental Fee until the Equipment is returned. Should the Hirer return or make the Equipment available to the Owner before the end of the agreed rental period, the Owner shall be entitled to charge the Hirer the full amount or a proportion of the Rental Fee that the Owner deems appropriate.

The Owner shall be entitled to vary the amount of the Rental Fee at any time after the expiry of the minimum rental period and by giving the Hirer not less than one (1) weeks notice in writing.

The Rental Fee is exclusive of Value Added Tax.

Prior to accepting any order, the Owner may at its discretion request references, proof of identity and proof of residence.

The Hirer shall satisfy himself that the Equipment supplied by the Owner corresponds to the agreed Order and is in working order. Any part of the Equipment found to be faulty, or not found to correspond with the Order, shall be notified to the Owners within one working day of receipt of the Equipment. Failure to do so will render the Hirer responsible for the payment of the Rental Fee up to the time of notification.

It is the Hirer's responsibility to ensure that the Equipment is, if necessary, compatible with existing installations, and is suitable for all the Hirer's requirements.

The Owners reserve the right to substitute the Equipment proposed for the Rental with alternative equipment of an equal or higher specification (which, for the purposes of interpreting the Contract, shall become the Equipment). On termination of the Contract the Hirer may not substitute any Equipment delivered by the Owner.

The Hirer acknowledge that by entering the Contract he has instructed in the safe operation of the Equipment and the Hirer undertakes to ensure no one else uses the Equipment who is not properly instructed and shall not allow the Equipment to be misused in any way other than in accordance with the instructions of the Owner

The Owner shall not be liable for any consequential expense liability, what so ever caused by the late delivery, non-delivery, unsuitability, breakdown, failure or repossession of the Equipment

The location of the Equipment, during the Rental, should remain at the delivery address and should only be relocated upon the written consent of the Owner.

The Owner will be granted access to the premises where the Equipment is located by the Hirer at all reasonable times and with reasonable notice to inspect, maintain, replace, substitute or remove the Equipment under the terms stipulated herein.

The Equipment shall not be altered modified or adjusted defaced or repaired by the Hirer. Doing so will liable the Hirer to the full replacement cost of the Equipment.

The Hirer shall at his own expense keep the Equipment in a clean and good condition and not subject it to any misuse or wear and tear over that consistent with normal and reasonable use, maintaining where applicable

the manufacturers' recommendations. The Hirer undertakes not to remove or interfere with any identification marks affixed to the Equipment, or to deface or add to the Equipment. The Hirer agrees to pay all costs incurred by the Owner in rectifying any damage or cleaning of the Equipment. Hire charges will continue until such rectification is complete.

In the event of Equipment failure the Owner will use reasonable endeavours to repair or replace the Equipment with the same or similar/higher specification equipment, within two working days at no charge to the Hirer. Should the Equipment failure prove to be due to misuse or the fault of the Hirer, the Owner reserves the right to pass on the repair costs and engineering charges to the Hirer. Under no circumstances shall the Hirer attempt any repairs. The Hirer is responsible for day to day adjustment and care of the equipment

The Rental will terminate after the expiry date of any fixed minimum contract period.

The Owner or the Hirer may terminate the Rental if the Hirer or the Owner is in breach of the Contract, or is in default of any payment due, or in the Owner's sole or the Hirer's sole opinion may become in breach or default during the period of Rental. The Owner or the Hirer shall be entitled at any time and for any reason what so ever without explanation terminate this Contract by giving the Hirer or the Owner 7 days notice in writing.

The Hirer expressly acknowledges that the Owners are not the original manufacturer or supplier of the Equipment, and that the equipment has been selected by the Hirer as suitable for its purpose. The Hirer accordingly agrees and acknowledges that all conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded to the fullest extent permitted by law.

The Equipment shall not be altered modified or adjusted defaced or repaired by the Hirer. Doing so will liable the Hirer to the full replacement cost of the Equipment.

The equipment is and shall remain the sole property of the Owner and the Hirer shall not sell offer for sale, assign, mortgage, pledge, lend or otherwise deal with or part with possession of the equipment

Any dispute between the Owner and the Hirer arising from the Contract shall be subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

All times or dates quoted for delivery of the Equipment are given in good faith and will take place during Monday to Friday between the hours of 9.00am to 6.00pm unless otherwise agreed. If applicable the Owner will arrange collection of the Equipment from the location detailed on the Contract during Monday -Friday, between the hours of 9.00am to 6.00pm within seven days after the termination date.

If on delivery suitable access is not provided or possible to the hirers place of business or home then the minimum hire charge of 1 day will remain applicable. The hirer should satisfy themselves that reasonable access is possible.

Should any term in the Contract be held to be invalid such invalidation shall not affect the validity of the remaining terms.