

## Terms and Conditions

### 1. Terms and Conditions of the Service

- 1.1 The Terms and Conditions are a part of the Catering Service Agreement made between the Subscriber (hereafter the Customer) and Comlink OÜ (hereafter the Company). The plural includes the singular and vice versa; and the masculine includes the feminine and vice versa.
- 1.2 The Customer makes a request for the Order by sending a query via the Company webpage ([www.holeinone.ee](http://www.holeinone.ee)), e-mail or by phone.
- 1.3 The Order is deemed confirmed if the Customer has given his written consent, or given consent by a way that can be reproduced in writing (e-mail, fax), to the quotation sent to the Customer by the Company.
- 1.4 The Order includes the products and services included in the quotation and applies as a whole. The quotation includes the charge for the use of the necessary inventory (dishes, glasses, platters etc).
- 1.5 The Customer has the right to change the confirmed Order no less than 3 days before the deadline of the fulfilment of the Order by sending a request to change the Order by means of communication described in clause 2. The Order is deemed changed if the Customer has given his written consent, or given consent by a way that can be reproduced in writing (e-mail, fax), to the amended Order sent to the Customer by the Company.
- 1.6 The Customer has the right to withdraw from the confirmed Order no less than 3 days before the deadline of the fulfilment of the Order. The Company has the right to demand a penalty fine of up to 50% of the total cost of the Order from the Customer if the Customer withdraws from the confirmed Order after the deadline set in the Terms and Conditions. The Company has the right to settle the fine or part of the fine with the prepayment made by the Customer to the Company (see clause 9).
- 1.7 The Customer has the right to make a claim to the Company, which concerns an inappropriate fulfilment of the Order, within 3 business days starting from the fulfilment of the Order. After the named period the Customer does not have the right to make a claim to the Company about an inappropriate fulfilment of the Order.
- 1.8 The Customer must compensate to the Company for any broken, lost or damaged dish, glass, platter or other object which belongs to the Company and has been given to the Customer's use for the purpose of the catering service. The compensation is equal to the cost of replacing the object with an equivalent object.
- 1.9 The Company will present the Customer with a prepayment invoice with an amount equal to 50% of the full amount of the confirmed Order.
- 1.10 In the event that the full amount of the prepayment invoice is not received by the Company by the date set in the invoice, the Company has the right to not fulfil the Order.
- 1.11 In the event that the Customer has given the Company any false information or other information which may impede the fulfilment of the Order by the Company or make it impossible, the Company has the right to not fulfil the Order.
- 1.12 The Company has the right to demand a penalty of 0,5% per day for any unpaid sums which have become overdue.

## **2. Terms and Conditions of the Inventory (the Property) rent**

- 2.1. The Rental Period is the period between the delivery of the Property and the day the Property is returned. The delivery and return day is counted to be within the Rental Period. The Rental Day lasts until 10am. The Property is an object or objects given to the Customer for temporary use.
- 2.2. The rented Property is returned to the Company in the same condition as it was delivered to the Customer, except dishes and glasses (the rental price includes the price for washing). In the event that the Property is damaged, does not meet the standards agreed in the Order or is unusable the Customer must without delay inform the Company, but no later than at the beginning of the event for which the Customer requires the Property. If the Company has not been informed about any defect by the set time, the defect will be deemed to have occurred during the Rental Period while in the possession of the Customer.
- 2.3. The object for rent (the Property) is delivered from the storage and will be returned to the storage in accordance with the directory.
- 2.4. The Customer does not have the right to mend or repair the Property. In the event that a defect is caused by the Customer or by using the Property incorrectly, the Customer is obliged to compensate to the Company for the expenses required for the repair or the replacement of the Property.
- 2.5. The Customer is fully responsible for the preservation of the Property starting from the passing of the property to the Customer until the return of the Property to the Company (the whole Rental Period).
- 2.6. The Rental Cost is a fixed sum confirmed by the Customer in the Order.
- 2.7. The Order is confirmed when the prepayment sum has been received, which is 100% of the cost of the total Order whereby the Property is given to the Customer's use, unless otherwise agreed.
- 2.8. The Customer is obliged to compensate to the Company any expenses that may arise due to claims made by the Company for non-payment of the Invoice by the Customer.
- 2.9. In the event of destruction or loss of Property, the Customer is obliged to compensate to the Company the cost of replacing the Property with an equivalent one.
- 2.10. Hereby the Customer confirms that under the Laws of Estonia and as a representative of a company he has the right to sign the Agreement (confirm the Order) . In the event that the confirmed person has no right to sign the Agreement, he will be personally responsible for the fulfilment of the terms and conditions described in this Agreement.
- 2.11. This Agreement is deemed signed by both parties once the Order has been confirmed by the Customer.