



## TERMS & CONDITIONS OF CHRISTMAS DISPLAY RENTAL

**By submitting an order, you are accepting the Terms and Conditions of Nurture Landscapes Ltd**

### Definitions

In this Agreement the following phrases shall have the following meaning;

“The Client” means the business, organisation or individual signing up to the Contract.

“The Company” means Nurture Landscapes Ltd and or any of its nominated partnering Companies providing services under the Contract.

“Goods” means any materials supplied by the Company under the Contract.

“Payments” means those sums payable by the Client as set out in the Contract.

“The Contract” means the quotation and Terms & Condition from the Company and the signed order from the Client setting out the commencement date, contract duration, payments due, and details of the goods and service to be supplied.

### Title of goods

**Rental or short-term hire agreement** – Legal title remains with the Company at all times. This does not negate the Client’s responsibility to provide adequate insurance cover for the goods whilst they are on their premises. At the end of the hire period, items hired must be available for collection in good condition. We reserve the right to charge for any missing or damaged goods.

**One off purchase or outright sale** – Legal title to the goods does not pass to the Client until all sums due to the Company by the Client have been received in full and cleared at the Company’s bank. The Company shall have the right, without incurring liability, to enter the Client’s premises and take possession of any goods supplied for which payment has not been received. The Client will allow the Company free access to the goods. This right does not prejudice any other legal rights or remedies available to the Company.

### Contract

Orders will not be processed until written acceptance of our quotation and terms have been received. We will provide you with an order confirmation, confirming availability (or otherwise) and stating total costs including installation, delivery or other applicable charges. Where a site survey is required and this has been stated on our initial quotation, we reserve the right to adjust our charges accordingly following site survey.

Installation teams will require the Installation Docket to be signed by the Client, in doing so the Client is acknowledging receipt of the items listed on the docket as being in good condition and working order. Should the Client feel this is not the case they should indicate this on the docket allowing the Company in the first instance the opportunity to rectify any problem.

Collections teams will require the Collection Docket to be signed by the Client, in doing so the Client is confirming goods have been collected and the area returned to original condition.



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### Installation, Collection & Access

The Client should advise in writing at the time of order if there are any special requirements to consider with the installation of the Christmas Trees, can be noted on the Survey form at time of quotation. Special requirements might include, for example, any difficulty gaining access to the site or the need to book loading bay access times/special parking requirements.

Should the Client require the names of each of the installation team, collection team and the vehicle registration for security access, please advise this in writing at the time of order.

Where we are unable to carry out installation or collection through error or fault on the Client's part (or agent of the Client), we reserve the right to charge for any reasonable costs incurred. The Company reserves the right to apply a waiting charge of £28.50 per man-hour for every hour the Company's staff are delayed on site due to the fault of the Client or its agents/representatives.

We will confirm an estimated delivery day and collection date via email. Wherever possible we will adhere as close as possible to this schedule. All delivery and collection times quoted are estimates only; despite our best efforts occasionally delays may occur. We will not be liable for any delay or failure to deliver within such estimated timescales.

Late changes to the scheduled delivery date or collection date by the Client may result in increased costs to the Company and we reserve the right to pass all reasonable costs onto the Client.

If extreme weather conditions occur during the installation of an external tree then the Company reserves the right to abort the installation for Health & Safety reasons. Once weather conditions improve satisfactorily, we will attend site to complete the installation.

### Risk Assessments & Method Statements

Risk Assessment & Method Statements are available on request.

### Lighting

All lights supplied by the Company are low voltage and are in good working order. Connection to the mains supply is the responsibility of the Client and it is strongly recommended that you use an RCD (Residual Current Device).

Should the lights fail during the hire period every reasonable effort will be made to replace the lights within 48 hours. Should the lights fail as a result of vandalism then the Company reserves the right to charge for any reasonable cost incurred. In the case of external installations, it is the Clients' responsibility to ensure all Power Box Housing is weatherproof. Should the lights fail as a result of moisture or water damage to the plug we reserve the right to charge for all reasonable costs incurred.

It is the Client's responsibility to provide sufficient power points to the foot of the tree. If an extension lead is required, it is the Client's responsibility to provide the extension cable and place it into position in accordance with their Health & Safety specifications.



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### Decorations

The photographs on our website are representative and for illustrative purposes only. The actual style of the decoration may vary slightly.

External trees may be affected by extreme weather conditions and this can affect the integrity of any decorations, lights or the tree itself. The Company will not be liable for damage due to such conditions. In such an event an initial site visit to review the extent of any damage caused will be made and where appropriate, the Company will provide a quotation to rectify the damage and restore the tree and any lights and decorations to their original condition.

### Liability – Real / Live Trees

Nordmann Fir and Norway Spruce Christmas Trees are a real, natural product; therefore, the shape of the tree is subject to the forces of nature. We will take every care to provide a premium quality tree that meets our high standards. These trees are not guaranteed beyond the day we install them due to the impact office heating and air conditioning can have on the life span of our trees.

Nordmann Fir Trees are chosen for their low needle drop and every attempt will be made by us to prolong the life of the felled trees.

Office heating, particularly under-floor heating, will have a severe impact on the life of a live tree. We cannot accept any liability for excess needle drop due to office conditions. We recommend that in offices with under-floor heating or where the location of the tree is next to a radiator or under a heating vent, the Client should only consider artificial trees.

All real Christmas trees require cold and frosty weather conditions to put them in a state of hibernation and stops the sap traveling up the trunk. This process increases the longevity of a cut tree. Nurture cannot accept any liability for excess needle drop due to unseasonal weather conditions (warmer weather) leading up to and during the harvesting period.

Should the Client feel the tree has not met their expectation, the Client must notify the Company within 24 hours of the installation, giving the Company the opportunity to assess and rectify the matter should we concur that it does not meet our high standards.

### Garlands & Wreaths

The price shown includes installation, but only to a location where we can secure the display to fixing points whilst working at ground level.

The Company's staff are instructed not to drill, staple, stick or provide permanent damage to any part of our Client's building or fixtures & fittings. Nurture are able to secure by wire, cable ties and string, if this does not suffice it is the clients responsibility to provide the fixing points. Please note that sticky pads do not suffice as fixing points.



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### **Cancellation**

A contract may be cancelled without charge when placing the order or if received in writing at least three weeks prior to delivery. Cancellation received within three weeks of delivery may result in charges being levied to cover reasonable costs incurred by the Company. These charges are:

Within 15 working days – 35% of full costs

Within 10 working days – 70% of full costs

Within 5 working days – 100% of full costs

### **Charges**

All charges are subject to VAT at the current rate.

### **Vary charges**

The Company will be at liberty to vary charges at any time as a result of new legislation affecting the cost of the maintenance service. These may include but not limited to changes in VAT.

### **Deposit**

A deposit or interim payment on large projects or where the Company has to purchase bespoke decorations/materials for a project may be required in certain circumstances. This will be confirmed at the time of order and will be payable within the timescales set by the Company.

### **Invoicing**

An invoice will be sent out electronically the week of installation unless the Client has elected to pay in full at time of order. Should you prefer the invoice to be sent directly to your accounts department please advise the correct contact name, email address and phone number for them plus a valid Purchase Order.

### **Payment terms**

Our payment terms are strictly 14 days from date of invoice. Installation of your order is dependent on the payment of the invoice. If payment is not received by the date of installation, then the Company reserves the right to cancel/postpone delivery until payment is received. Delays in payment may incur interest charges.



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### **Late Payment**

In the event that there are overdue amounts owing to the Company, the Company reserves the right to charge interest at the rate of 4% above the Bank of England base rate prevailing at the time of the outstanding balance. If interest is so charged it will form part of the outstanding debt due to the Company.

### **Waiver**

If Nurture do not strictly enforce any of the terms of this Agreement at any time or for any period of time this will not amount to our waiving the right to do so later.

### **Authority**

The person or persons signing this agreement on behalf of the Client warrant that they have the appropriate and necessary authority to do so and to bind the Client to the terms set out in it.

20th February 2023