

GARDENFLIX™ HIRE RENTAL AGREEMENT

Terms and conditions

These are the terms and conditions subject to which we allow you to hire our Equipment. By signing, this agreement, you agree to be bound by them.

We are GardenFlix™, a sole trader, of [REDACTED] (the "Owner").

You are: Anyone who hires the Equipment from the Owner (the "Hirer")

It is now agreed as follows:

1. Definitions

These definitions apply unless the context requires a different interpretation:

"Charges"	means the hiring fee and includes all cost related in any way to this hire agreement.
"Deposit"	means a sum paid by you to us as a bond against the possibility of loss or damage to the Equipment while in your possession and against late return of the Equipment to us.
"Equipment"	means the subject matter of this agreement as described in the Quotation.
"Hire Period"	means the period of time within which you are entitled to possession of the Equipment.
"Quotation"	means a price offer by us to you which you have accepted, a copy of which is attached to this agreement.
"Services"	means the hire of Equipment and any other services we provide to you under this contract.
"Site"	means the agreed and specified destination where the Equipment is to be used by you.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1.1 a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.1.2 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.1.3 a reference to a person or party includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.1.4 in the context of permission, "may not" in connection with an action of yours, means "must not".
- 2.1.5 the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.1.6 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.1.7 these terms and conditions apply to all supplies of Services by us. They prevail over any terms proposed by you.

3. The basic contract

- 3.1.1 This is a hire agreement. We own the Equipment and hire it to you for the Hire Period, for a Charge. You may not deal with the Equipment in any way which is contrary to our ownership of it. If you do, you will be in breach of this agreement and will also be committing a criminal offence.
- 3.1.2 The Hire Period is [\[insert date\]](#).

- 3.1.3 The Quotation is an invitation to hire. Neither of us is bound to a legal agreement until you accept and sign this agreement.
- 3.1.4 This agreement, the Quotation and the Invoice together constitutes the entire agreement between us and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings whether written or oral. By signing, you accept the terms set out in the Quotation and the terms of this agreement.
- 3.1.5 Risk in the Equipment transfers immediately to you when the Equipment leaves our possession. That means you are responsible for taking care of it. The risk of loss, theft, damage or destruction of the Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer until such time as the Equipment is redelivered to the Owner.

4. Delivery

- 4.1.1 Delivery will be made to the address stipulated in the Quotation. You must ensure that someone is present to accept delivery.
- 4.1.2 If you, the Hirer, is not present then the other party present can accept delivery.
- 4.1.3 We require 24 hours' notice of your requirement and readiness to take delivery on Site.
- 4.1.4 If Site is not in an appropriate condition, we reserve the right to cancel the Hire Period

5. Charges and Deposit: payment procedure

- 5.1.1 All Charges are specified in the Quotation.
- 5.1.2 All Deposit payments are to be made via online booking system or otherwise as specified in the Quotation.
- 5.1.3 The Deposit specified in the Quotation shall be paid by you to us on signing this agreement. Rental payments shall be paid in GBP.

- 5.1.4 The Deposit will contribute towards the Charges.
- 5.1.5 The remaining Charges can be paid:
 - 5.1.5.1 via the online booking system or cash upon delivery if Booking is made for an Essex or North East London.
 - 5.1.5.2 via cash upon delivery only if Booking is made for Portsmouth area.
- 5.1.6 If we have reason to make further charges, we will tell you the reason and the sum required.
- 5.1.7 If you cancel an order without providing us with the minimum requirement of seven (7) days' notice before the start of the Hire Period, you agree that we may retain the initial deposit paid.
- 5.1.8 Refunds of deposits will only be issued within the seven-day notice period if:
 - 5.1.8.1 Site is impacted by Tier 3 COVID alert levels prohibiting households mixing outdoors.
 - 5.1.8.2 Hirer is required to self-isolate as instructed by NHS Test and Trace, subject to receiving evidence of isolation instruction.

6. Cancellation terms: hired Equipment

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") you have a right to cancel this hire agreement. You may exercise the cancellation right under following conditions:

- 6.1.1 This contract comes into existence on the day you sign this agreement.
- 6.1.2 As required by the Regulations, details of our after-hiring service and guarantees, if any, are given along with these terms and conditions.
- 6.1.3 Apart from your cancellation right, termination of this contract will be regulated under the terms set down in this agreement.

- 6.1.4 In the event of poor weather conditions, the Owner reserves the right to enforce a cancellation. The Hirer will be entitled to a full refund or rebooking of their choice.

7. Equipment not as ordered

- 7.1.1 We shall use all reasonable endeavours to ensure that:
 - 7.1.1.1 the Equipment complies with its description on the Quotation; and
 - 7.1.1.2 is of satisfactory quality and/or fit for purpose.
- 7.1.2 Immediately upon taking possession of any Equipment, you should examine it and satisfy yourself that it complies with the Quotation, is of merchantable quality and has arrived in safe, clean and usable condition.
- 7.1.3 If you find any defect in the quality or quantity of the Equipment, or a failure to comply with the Quotation, you must immediately inform us of that defect. Acceptance of the Equipment on delivery shall constitute conclusive evidence that you have examined the Equipment and found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save regards any latent defects not reasonably apparent on inspection).

8. Breakdown and repair

- 8.1.1 You must inform us immediately of any problem in the operation of the Equipment.
- 8.1.2 We will provide support throughout hire via WhatsApp video call to resolve any problem in the operation of the Equipment.
- 8.1.3 If not resolved through video call guidance, you must tell us your availability for us to come to the Site to assess the issue.
- 8.1.4 If we agree that there is a fault in the Equipment, you may choose to terminate the hire. In any event we will refund you, for any period in which the Equipment is not useable.

- 8.1.5 If you have been negligent in your care or use of the Equipment, you will compensate us for appropriate replacement Equipment of the same quality without deduction for depreciation or use.

9. Hirer's other obligations

You agree that you will:

- 9.1.1 Not permit any other person to use the Equipment without our written consent.
- 9.1.2 Not take the Equipment to any site other than the Site, and particularly not to any other country.
- 9.1.3 Not use the Equipment for any unlawful purpose
- 9.1.4 Insure against usual business risks and in particular against loss of or damage to the Equipment.
- 9.1.5 Keep the Equipment safe, properly maintained and repaired.
- 9.1.6 Not take the Equipment out of the United Kingdom.
- 9.1.7 Allow us to come on Site at all reasonable times and shall grant reasonable access to inspect the Equipment, and, if damaged, to remove it.
- 9.1.8 Return the Equipment to us in condition in which we delivered it to you.
- 9.1.9 Not attempt to repair or service the Equipment.

10. Loss or damage caused

- 10.1.1 To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage, and destruction of the Equipment from any and every cause including acts of God.
- 10.1.2 The Hirer acknowledges that the Owner shall not be responsible for any loss of or damage to the Equipment arising of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and

contractors and the Hirer undertakes to indemnify the Owner on demand against the same and against all losses, liabilities, claims, damages, costs or expenses of whatever nature arising out of or in connection with any failure by the Hirer to comply with the terms of this agreement.

11. Loss or damage caused by third parties

- 11.1.1 You must inform us immediately if the Equipment is stolen or damaged by a third party.
- 11.1.2 You undertake to report the theft to us and to the Police, and after that to co-operate with us and with the Police so far as your help may be required.

12. Disclaimers and limitation of liability

- 12.1.1 Conditions, warranties or other terms implied by statute or common law in any country, are excluded from this agreement to the fullest extent permitted by law.
- 12.1.2 Our business is to hire equipment. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from us.
- 12.1.3 We are not liable to any person in any circumstances If at any time:
 - 12.1.3.1 the Equipment has been damaged in any way whatever;
 - 12.1.3.2 the Equipment has been repaired or serviced by someone not authorised by us to provide that service;
 - 12.1.3.3 the model or serial number of the Equipment has been altered, tampered with, defaced or removed.
- 12.1.4 We makes no representation or warranty that the Equipment will be:
 - 12.1.4.1 useful to you;
 - 12.1.4.2 of satisfactory quality;

- 12.1.4.3 fit for a particular purpose;
- 12.1.5 We do not give any warranty, representation or undertaking that the use of any of the Equipment will not infringe any intellectual property or other rights of any other person.
- 12.1.6 We shall not be liable to you for any loss or expense which is:
 - 12.1.6.1 indirect or consequential loss; or
 - 12.1.6.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 12.1.7 The Hirer is aware and acknowledges there is a risk of injury or damage arising out of the use of the Equipment. The Hirer agrees to discharge the Owner of all and any responsibility or liability from such injury or damage arising out of the use of the Equipment.
- 12.1.8 This paragraph (and any other paragraph which excludes or restricts the liability of Company) applies to Company's directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to Company itself.

13. Termination

This agreement terminates on the first to happen of the following events:

- 13.1.1 at the expiry of the Hire Period set out in the Quotation, or any extension of it;
- 13.1.2 we give you notice that we are terminating the agreement because you are, or might be, in breach of this agreement including in a failure to make payment of Charges when due

14. Ownership

- 14.1.1 All equipment provided in hire is security tagged. The Equipment shall at all times remain the property of the Owner and the Hirer shall have no

right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

15. You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 15.1.1 your failure to comply with the law;
- 15.1.2 your breach of this agreement;
- 15.1.3 a contractual claim arising from your use of the Equipment or the Services.

16. Miscellaneous matters

- 16.1.1 No amendment or variation to this agreement is valid unless in writing, signed by us.
- 16.1.2 So far as any time, date or period is mentioned in this agreement, time shall be of the essence, except we shall not be liable if delivery of the Equipment by us to the Site is delayed for reasons beyond our control.
- 16.1.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.1.4 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 16.1.5 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

- 16.1.6 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.1.7 The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 16.1.8 Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.
- 16.1.9 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 16.1.10 This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 16.1.11 Unless this agreement says otherwise, neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.
- 16.1.12 The validity, construction and performance of this agreement shall be governed by the laws of England and you agree that any dispute arising from it shall be litigated only in that country.