

# Deeside Timber Crafts Ltd T/A Stravaig Saunas Terms and Conditions of Hire

## AGREED TERMS

### 1. Interpretation

1.1 The definitions in this clause apply to these Terms:

*Force Majeure Event:* shall have the meaning given in clause clause 9.

*Goods for Hire:* any goods or Services agreed to be supplied under the Order.

*Order:* shall mean your acceptance of the Company's Quotation by making payment for the Goods for Hire, or an order in such form as agreed by the Company.

*Order Confirmation:* shall have the meaning set out in clause clause 2.7.

*Place for Delivery:* the place specified in the Order for delivery of the Goods for Hire or Services.

*Hire Period:* The period when the Goods for Hire are on Hire at the Place for Delivery, as specified on the Order Confirmation.

*Terms:* the terms and conditions set out in this document.

*Quotation:* shall mean any quotation for any goods or services issued by us.

*We/us:* Deeside Timber Crafts Ltd. Registered Office of the Company: Torgalter, Crathie, Ballater, AB35 5UJ

*Writing or written:* includes faxes and e-mail, SMS, or any online instant messaging.

*You:* The hiree, as named on the Order Confirmation

1.2 Headings do not affect the interpretation of these Terms.

## 2. Basis of Sale

### 2.1

1. We consider these Terms, the Order and our price list to set out the whole agreement between you and us and the placing of an Order with us expresses acceptance of our Terms. These Terms only apply to our contracts with consumers.
2. Please check that the details in these Terms and on the Quotation and Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.
3. Please ensure that you read and understand these Terms before you make payment to us, because you will be bound by the Terms once a contract comes into existence between us, in accordance with Clause 2.7.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our website, social media, or brochures, are issued or published solely to provide you with an approximate idea of the Goods for Hire they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Goods for Hire.

2.3 The Goods for Hire or Services shall be as described in the Company's Quotation or Confirmation of Order.

2.4 At our discretion we may need to carry out a survey of the site before issuing a Quotation, to ensure it is suitable for the Goods for Hire.

2.5 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.6 The Order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.7 These Terms shall become binding on you and us when we issue you with written acceptance of an Order at which point a contract shall come into existence between us.

2.8 Any quotation for the Goods for Hire or Services is given on the basis that a binding contract shall only come into existence in accordance with

clause 2.7. A Quotation from us shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

**2.9** We shall assign an order number to the Order and inform you of it in the Order Confirmation. Please quote the order number in all subsequent correspondence with us relating to the Order.

**2.10** Anyone placing an Order for any Goods for Hire or Services must be at least 23 years of age.

### **3. Delivery**

**3.1** We reserve the right to cancel or amend the dates or times stated in the Order Confirmation at any time should we be unable to fulfil these. We shall contact you to discuss any changes as soon as reasonably possible to agree an acceptable alternative, or to agree a refund.

**3.2** On delivery you are responsible for ensuring that there is free access to the delivery site at the required time.

### **4. Provision of Goods for Hire and Collection**

**4.1** We will supply the Goods for Hire from and until the dates set out in the Order.

**4.2** The Goods for Hire will be delivered and collected on the dates specified in the Order or as agreed between us. You must ensure that we are able to access the premises on which the Goods for Hire are situated. Any failure to do so, which results in us being unable to deliver or collect the Goods for Hire, may result in you still being charged for the cost of hire, or being liable for an additional collection charge.

**4.3** During the hire period, you are liable for any damage occurring during the rental period on the basis of the value of goods and/or the cost of repair or replacement. The actual cost of repairing any such damage will be documented and invoiced to you upon completion of the remedies by us. Such damage shall include, but not be limited to:

- Any damage which will affect the performance or function of the Goods for Hire
- Any cosmetic damage of the Goods for Hire

- Any damage or destruction which will result in decreasing of the value of the Goods for Hire
- Any loss, destruction, theft or damage of the Goods for Hire
- Any damage caused by negligence or by not following of the instructions of our technicians

## **5. Price and payment**

5.1 The price of the Goods for Hire will be as set out in the Quotation we provided to you or, if we have not provided a Quotation or the Quotation has expired, our price list in force at the time we confirm your Order will be applied. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.

5.2 These prices include any VAT due. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods for Hire in full before the change in the rate of VAT takes effect.

5.3 Upon accepting our Quotation, we will issue an invoice via Quickbooks. The invoice is due for payment immediately on receipt. If the invoice has not been paid in full within 3 days of receipt, we reserve the right to offer your hire dates to other customers should they wish to book.

5.4 Full payment of the value stated on the Quotation is required at the time of placing your order, and no Order Confirmation will be issued until such payment is received.

5.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel any Order until you have paid the outstanding amounts.

5.6 Once an Order has been confirmed you will not be able to change any dates without our written consent.

5.7. We do not store credit card details nor do we share customer details with any 3rd parties

## **6. Cancellation Policy**

- 6.1 If you wish to cancel any Order after any Confirmation of Order has been made the following refunds will be payed to you;

1. Within 48hrs of the delivery date specified in Order Confirmation- 0% of the total order value will be refunded;
2. 6 days before until 48hrs before delivery date specified in Order Confirmation- 50% of the total order value will be refunded;
3. 7 days or more days before delivery date specified in Order Confirmation- 100% of the total order value will be refunded.

## **7. Safety Instructions**

7.1 You are responsible for ensuring that everyone who uses the Goods for Hire follows the Health and Safety Guidance provided with the Confirmation of Order, and which are provided within the Goods For Hire. You are also responsible for ensuring that all users have checked with their healthcare provider whether they are medically fit to use the Goods for Hire.

## **8. Limitation of liability**

8.1 All times given for delivery and collection of the Goods for Hire are approximate.

8.2 If the Goods for Hire are damaged during delivery, we will remedy the damage as quickly as possible. If the damage cannot be remedied or a replacement provided, we will refund you the full cost of the Goods for Hire.

8.3 These Terms will apply to any replacement Goods for Hire we supply to you.

8.4 We will not be liable to make any refund where the Goods for Hire could not be used due to;

1. Weather conditions, including those which may prohibit the stove from lighting; or
2. Failure by you to maintain heat in the sauna stove.

8.5 We will not be liable for any damage caused to any of your property, in particular but without prejudice to the generality of the foregoing we will not be liable for any damage caused as a result of manoeuvring the Goods for Hire, or placing the Goods for Hire on a surface which is damageable. We will make all efforts to avoid damage as far as reasonably foreseeable.

8.6 If you use the Goods for Hire in a business, we will not be liable for any indirect loss or any loss of business or profits or any expenses incurred as a result of the Goods for Hire being damaged during delivery.

## 9. Events outside our control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

1. strikes, lock-outs or other industrial action; or
2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
5. impossibility of the use of public or private telecommunications networks.

9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## 10. Risk and Insurance

10.1 You must pay to us the full cost of replacing any Goods for Hire which are lost, stolen or damaged beyond repair. You are responsible for insuring the Goods for Hire for their full replacement cost.

## 11. Termination

11.1 We may bring this contract to an end if;

1. you breach any of the Terms;
2. you become bankrupt;

3. you enter into a formal agreement with your creditors;
4. you are wound up or a receiver or administrator is appointed over all or part of your assets; or
5. you enter into a voluntary agreement.

11.2 If we end the contract it will not affect any rights under any contract.

## 12. Assignment

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

## 13. Notices

All notices sent by you to us must be sent to Deeside Timber Crafts Ltd, by email, SMS, or Instant Message. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter.

## 14. Data protection

We will only use the personal information you provide to us to provide the Goods for Hire, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties. We do not store credit card details nor do we share customer details with any 3rd parties

## 15. General

15.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will

not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

**15.3** A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

**15.4** These Terms shall be governed by Scots law and you and we both agree to the exclusive jurisdiction of the Scottish courts. We do not accept orders from addresses outside the UK.