

## TERMS AND CONDITIONS

Please read all of the following terms and conditions.

In order to process your order and make a legally binding agreement, please read these terms and conditions and make sure that they do not contain anything you are unhappy with. If there is anything you are not sure about then please contact us.

## APPLICATION

1. These Terms and Conditions will apply to the Customer upon the purchase of the services and associated goods advertised in any form of advertisement by Harry's Hot Tubs.
2. These are the Terms and Conditions on which we sell all Services to you. By ordering any of the following Services, you agree to be bound by these Terms and Conditions.

## DEFINITION

1. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
2. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
3. **Delivery Location** means the Customer's premises or other location where the Services are to be supplied, as set out in the Order;
4. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
5. **Order** means the Customer's order for the Services from the Supplier as set out overleaf;
6. **Services** means the services, including any Goods, of the number and description set out in the Order.
7. **Security Deposit** means £70 payable in cash at the time of delivery and is refundable.
8. **Supplier** means the owner of the Services and Goods.

## SERVICES

1. The description of the Services and any Goods is as set out in any form of our advertisement relating to Harry's Hot Tubs.
2. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
3. All Services are subject to availability.
4. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

## **CUSTOMER RESPONSIBILITIES**

1. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
2. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

## **BASIS OF SALE**

1. The description of the Services and any Goods in any form of advertisement relating to Harry's Hot Tubs does not constitute a contractual offer to sell the Services or Goods.
2. When an Order has been made, Harry's Hot Tubs can reject it at their own discretion, although they will try to tell you the reason without delay, which must be due to running out of stock or resources, a price or description mistake, inability to obtain your payment or other genuine and fair reason.
3. A Contract will be formed for the Services ordered upon the Supplier sending an email to the Customer saying that the Order has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.
4. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.
5. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
6. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Customer and us, the Supplier. If this is not the case, you must inform Harry's Hot Tubs in writing, so that they can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, e.g. by giving cancellation rights pursuant to consumer protection law.

## **FEES AND PAYMENT**

1. The fees (Fees) for each type of (if applicable) the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out in our price list current at the date of the Order or such other price agreed in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
2. Fees and charges include VAT at the rate applicable at the time of the Order, so that, if the rate of VAT increases before acceptance of the Order, we will only increase the Fees or charge by the amount of that increase if you agree, otherwise we must reject the Order and promptly inform you of this.
3. Payment must be made in full, via bank transfer, in order to secure the Order.
4. If a customer is not present for delivery, the Services will not be delivered.

5. If a customer is not present during the arranged collection window, and Harry's Hot Tubs have made reasonable efforts to contact the customer, if the delay impacts a future booking then a £30 charge will be made for each day the collection is delayed.
6. Security Deposits are refundable and will be credited from your final bill unless the hot tub or any additional goods hired have been left in ill state. This will be determined at the discretion of the Supplier and upon inspection may result in losing part or all of the security deposit.

## **DELIVERY**

1. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:
  - a. in the case of Services, within a reasonable time; and
  - b. in the case of Goods, without undue delay.
2. In any case, with the exception of events out of our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.
3. In any case, with the exception of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
  - a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
  - b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
4. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
5. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods.
6. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
7. We do not deliver to addresses outside England, Wales or Scotland.
8. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
9. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

## **CANCELLATION POLICY**

1. Cancellations must be made with 48 hours' notice. Failure to do so will result in losing the full hire amount minus the £70 security deposit.
2. If for any reason you may wish to cancel your order, adequate notice must be given.
3. Any cancellations made within 48 hours before the date of hire will result in losing 50% of hire fees, minus the £70 security deposit.
4. Any cancellations made within 24 hours before the date of hire will result in losing their hire fees in full, minus the £70 security deposit.

## **RISK AND TITLE**

1. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
2. Damage to Goods in the duration of the booking leaves you liable to a fee of up to £350.
3. You do not own the Goods. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods by you, in which case you must allow us to collect them.

## **CONFORMITY**

1. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
2. Upon delivery, the Goods will:
  - a. be of satisfactory quality;
  - b. be reasonably fit for any particular purpose for which you hire the Goods which, before the Contract is made, you made known to us, expressly, regardless of whether that is a purpose for which goods of that type are usually supplied (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
  - c. conform to their description.
3. It is not a failure to conform if the failure has its origin in your materials.
4. We will supply the Services with reasonable skill and care.
5. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

## DURATION, TERMINATION AND SUSPENSION

1. The Contract continues as long as it takes us to perform the Services.
2. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
  - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
  - b. is subject to any step towards its bankruptcy or liquidation.
3. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

## SUCCESSORS AND OUR SUB-CONTRACTORS

1. Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

## CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

1. In the event of any failure by a party because of something beyond its reasonable control:
  - a. the party will advise the other as soon as reasonably practicable; and
  - b. the party's obligations will be extended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

## EXCLUDING LIABILITY

1. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) **any injuries that have been caused whilst anyone using the hot tub is under the influence of alcohol**, (iii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer – because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

## **GOVERNING LAW, JURISDICTION AND COMPLAINTS**

1. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
2. We try to avoid any dispute, so we deal with complaints as follows:
3. If a dispute occurs customers should contact us as soon as possible to find a solution. We will aim to respond with an appropriate solution within 3 hours.
4. Should a dispute still prevail, then it should be in the minds of both parties to attempt a solution via an official mediation.
5. Should mediation fail then disputes can be submitted to the jurisdiction of the courts of England.

# HARRY'S HOT TUBS

## **Covid-19 Acknowledgement Agreement**

I understand the risks involved in engaging in product rental services during the current Covid-19 outbreak within the UK. I therefore acknowledge that all the possible adequate precautions have been taken by Harry's Hot Tubs in regard to the cleaning of the hot tub and other products prior to my use.

I acknowledge that Harry's Hot Tubs have taken all possible precautions to deliver a non-contact delivery in relation to the Government guidelines regarding social distancing and that my use of this product will also follow such guidelines.

I agree that as of this date I, and members of my household show no signs of Covid-19, however if these circumstances change, I will inform Mr. H Strudwick at the earliest opportunity.

As a result of the above provisions being taken, I agree that Harry's Hot Tubs and Mr. H Strudwick will not be held liable for any Covid-19 related symptoms.

Name:    Date:    Signature:

# HARRY'S HOT TUBS

## **Charges in Case of Damage**

Charges may be enforced if damaged/losses to/of Goods occur while Goods are in possession of the Customer. The Security Deposit detailed in the Terms and Conditions will be used (in part or in whole) if possible, to cover cost of replacement to Goods that are supplied with the Service. A price list of Goods is detailed below:

1. **1) Inflatable Lid - £43**
2. **2) Inflatable Ring - £150**
3. **3) Top Cover - £87**
4. **4) LED Light Strip Remote Control - £27**
5. **5) LED Strip - £85**
6. **6) Filter Housing - £10**
7. **7) Hydrojet Inlet Stopper - £5**
8. **8) Airjet Pump - £260**
9. **9) Buckles/Safety Clips - £4**
10. **10) Inflatable Blow Up - £3 (per item)**

The charges detailed above are not exhaustive and other charges may be enforced if deemed justified.

I hereby signify that I have read and agree with the charges that may be enforced in cases such as detailed above:

Name: .....

Date: ..... Signature:

.....

Security Deposit paid:

Yes No

Total Security Deposit paid to date: .....