



1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

“Contract” means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire or sale of Goods;

“Customer” means the person, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods; Confirmation: any document supplied by the Supplier to the Customer setting out the particulars of the Customer’s order (but not a mere acknowledgement of receipt of an order pursuant to clause 18.3 below).

“Deposit” means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier; “Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lockouts, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

“Goods” means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired or sold to the Customer;

“Hire Goods” means any Goods which are hired to the Customer;

“Hire Period” means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by the Customer into the Supplier’s possession; or (ii) the physical repossession or collection of Hire Goods by the Supplier;

“Liability” means liability for all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Rental” means the Supplier’s charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

“Sale Goods” means any Goods which are sold to the Customer;

“Supplier” Romsey Hot Tubs a company registered in England and Wales. Registered office: 6 Homefield, Romsey, Hampshire, SO51 7WG, and will include its employees, servants, agents and/or duly authorised representatives;

“Services” means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire or sale of Goods including any delivery and/or collection service in respect of the Goods.

1.2 These terms and conditions shall not be amended without the prior written agreement of a director of the Supplier.

1.3 The Supplier will not be bound by any change purported to be made to these terms and conditions by any of the Supplier’s staff unless a director of the Supplier confirms in writing that the change is agreed.

1.4 Furthermore if there is any inconsistency between these terms and conditions on the one hand and any other documentation or information provided to the Customer, then to the extent of any conflict (except for details of price, payment, Hire Period or delivery in any Confirmation), these terms and conditions will prevail.

2. BASIS OF CONTRACT

2.1 Goods are hired or sold subject to them being available for hire or sale to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Goods being unavailable for hire or sale where the Goods are unavailable due to circumstances beyond the Supplier’s reasonable control.

2.2 Where hire of the Hire Goods is to a Customer who is an individual, unincorporated entity or a two (2) or three (3) partner business, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall not exceed 2 weeks, after which time the Contract shall be deemed to have automatically terminated.

Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Hire Goods to the Supplier on the final day of the 2 week Hire Period. If the Customer fails to do this, then it shall be liable for any financial loss which this causes the Supplier. Irrespective of the foregoing provisions, if the Hire Period is extended to a period which exceeds 2 weeks, the Supplier will automatically terminate the Contract at the end of 2 weeks and reissue a new Contract on the same terms to the Customer for the extended period. No Hire Period shall ever exceed a 2 week period.

3. FAULTY GOODS AND/OR SERVICES

3.1 The Supplier is under a legal duty to supply the Customer with Goods and Services that are in conformity with the contract between the parties. In such circumstances, the Customer has legal rights in relation to Goods that are, for example, faulty or not as described and in relation to Services that are, for example, not carried out with reasonable skill and care, or if the materials used to carry out the Services are faulty or not as described.

4. PAYMENT

4.1 The amount of any Deposit, Rental, monies for Sale Goods and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time or in the Confirmation (in the event of any conflict the price in the Confirmation shall apply). Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

4.2 The Customer shall pay the Deposit, Rental, charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract to the Supplier in accordance with the Supplier's standard payment terms - which require payment to be received by the Supplier before renting the goods (any variation to these terms are to be agreed in writing by the Supplier's Director and/or Credit Manager or in the Confirmation). If no monthly credit terms have been agreed by the Supplier then the Supplier's invoices are due for payment when an order for the Goods and/or Services is placed or, if agreed in advance by the Supplier, when the Goods and/or Services are delivered or supplied. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable. However, if the rate of VAT changes between the date of the order and the date of delivery, the Supplier will, if permitted by law, adjust the VAT the Customer pays, unless the Customer has already paid for the Goods in full before the change in VAT takes effect.

4.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

4.4 If the Customer fails to make any payment in full on the due date:

4.4.1 the Supplier may charge the Customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 ("1998 Act") (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher;

4.4.2 All sums payable under the Contract, and under any other contract between the Supplier and the Customer, shall immediately become due and payable;

4.4.3 Regardless of whether or not the Supplier is claiming interest under the 1998 Act the Supplier shall be entitled to recover all sums which it would have been entitled to recover under the 1998 Act if it had charged interest under the 1998 Act. Such sums shall include the compensation charges referred to in clause 5A of the 1998 Act, (the amount of compensation being determined in accordance with the principles set out in the 1998 Act).

4.5 The Customer shall be deemed to have accepted the Rental due as set out on an invoice unless it informs the Supplier within 14 days of the date of the invoice that it disputes the invoice.

4.6 The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

4.7 The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer. The Supplier may, where permitted to do so, use such details to recover costs, damages or losses to which the Supplier is otherwise entitled pursuant to these conditions.

4.8 If the initial hire is paid by credit card and the hire is extended, then the Supplier reserves the right to charge the credit card with any unpaid charges arising from the additional hire. The Supplier shall inform the Customer where such charges are made.

5. RISK, OWNERSHIP AND INSURANCE

5.1 Risk in the Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

5.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental, the Hire Period has ceased, or if the Contract has expired or terminated.

5.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer.

5.4 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However, the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

5.5 It is up to the Customer to arrange insurance of the Hire Goods should they wish, to cover reasonable risks such as accidental damage to the Hire Goods.

5.6 Any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

6. DELIVERY AND COLLECTION

6.1 It is the responsibility of the Customer to allow Romsey Hot Tubs access to set up and collect the goods on the agreed date.

6.2 The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier.

6.3 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient space and access to utilities for the Supplier's employees and/or agents to allow them to carry out the Services. The

Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the delivery arrives.

6.4 If any delivery is delayed, postponed, aborted and/or are cancelled due to the Customer failing to comply with its obligations herein the Customer will be liable to pay the Supplier's additional charges for such delay, postponement, aborted delivery and/or cancellation except where the delay is due to a Force Majeure event.

6.5 The customer must ensure that the Hot Tub is fully drained and clear of any debris for collection.

6.6 The Supplier will do a deep clean of the Hire Goods during the Collection and will require access to a tap and hose to clean the Hire Goods after the Hire period has ended.

7. CARE OF HIRE GOODS

7.1 The Customer shall:

7.1.1 Not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;

7.1.2 Notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;

7.1.3 Take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

7.1.4 Notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;

7.1.5 Permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

7.1.6 Keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;

7.1.7 Be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

7.1.8 Not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;

7.1.9 Not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and

7.1.10 Where the Hire Goods require electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

7.2 The Hire Goods must be returned by the Customer in good working order and condition and in the same condition that they were in prior to the hire (fair wear and tear excepted) and in a clean condition together with all documents relating to the Hire Goods.

8. BREAKDOWN

8.1 Allowance may be made in relation to the Rental to the Customer for any non- use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.

8.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

8.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

8.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

9. LOSS OR DAMAGE TO THE HIRE GOODS

9.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire, in accordance with the provisions of clause 8.3, and to pay the Rental, until such repairs and/or cleaning have been completed.

9.2 In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will:-

9.2.1 pay to the Supplier the new replacement cost for any Hire Goods less than twelve (12) months old from first registration; and/or

9.2.2 reimburse the Supplier for any loss or costs suffered or incurred by the Supplier for any Hire Goods more than twelve (12) months old from first registration, less the amount paid to the Supplier under any policy of insurance and/or Deposit in respect of the Hire Goods.

9.3 The Customer shall remain liable to pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

9.4 In addition to the obligation in clause 9.3 to pay the Rental, from the date the Customer notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date the Customer makes a payment to the Supplier for the replacement of the Hire Goods in accordance with clause 9.2 ("Lost Rental Period"), the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods during the Lost Rental Period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible once it has received payment from the Customer under clause 9.2 above.

10. TERMINATION BY NOTICE

10.1 If the Hire Period has a fixed duration, then subject to the provisions of clause 12 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

10.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

10.3 If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier.

10.4 If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.

10.5 The rights set out in this clause 11 are in addition to any rights the Customer may have under clause 10 (and any other legal rights).

11. DEFAULT

11.1 If the Customer:-

11.1.1 Fails to make any payment to the Supplier when due without just cause;

11.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

11.1.3 Persistently breaches the terms of the Contract;

11.1.4 Provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

11.1.5 Pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;

11.1.6 Being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

11.1.7 Appears to the Supplier (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract;

11.1.8 Appears to the Supplier (acting reasonably) to be about to suffer any of the above events; and/or

11.2 If any of the events set out in clause 12.1 above occurs in relation to the Customer then:-

11.2.1 The Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess any Goods;

11.2.2 The Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or

11.2.3 All monies owed by the Customer to the Supplier shall immediately become due and payable.

11.3 The Customer warrants that the Supplier shall have all rights, licences and permissions required to enter the Customer's premises, and the premises of third parties, for the recovery of rental Goods. The Customer hereby Grants the Supplier a licence to enter the premises of the Customer (or any third party premises where rental Goods are held) to enable the Supplier to recover the Goods in accordance with clause 12.2.1.

11.4 Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.

11.5 (*)The Supplier may recover the costs, including but not limited to the costs of replacement, in respect of lost or damaged Goods, and nothing in clauses 11.2-12.4 shall limit the Supplier's right to recover such costs. The Supplier may recover the costs, including but not limited to the costs of replacement and recovery, in respect of Goods which the Supplier has been unable to collect because they have not been made available for collection by the Customer in breach of this agreement, and nothing in clauses 11.2-11.4 shall limit the Supplier's right to recover such costs.

11.6 Upon termination of the Contract the Customer shall immediately:-

11.6.1 Return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives (and the provisions of clauses 11.2 to 11.5 in respect of access to premises for this purposes shall apply); and

11.6.2 Pay to the Supplier all arrears for Rentals and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Goods.

12. LIMITATIONS OF LIABILITY

12.1 Subject to clause 12.2 the Supplier warrants that:

12.1.1 It will carry out any Services under the Contract with reasonable skill and care; and

12.1.2 The Goods will conform in all material respects with their description, be of satisfactory quality, and be reasonably fit for the purposes for which products of that kind are commonly supplied.

12.2 The warranty in clause 12...1 shall apply for six months from when the Goods were hired (as the case may be), or if shorter, and the duration of the hire.

12.3 The Supplier will not be liable under the warranty above to the extent that Goods are covered by the manufacturer's warranty.

12.4 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

12.5 The Customer warrants that (where they have been made available by the Supplier) it has inspected the Goods prior to the supply and is satisfied that the Goods are suitable for its needs save that the Customer shall not be in breach of this clause in respect of any Goods, where the Supplier is in breach of the warranty set out at clause 12.1 in respect of those Goods.

12.6 If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.

12.7 Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.

12.8 The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services have not been paid in full by the due date for payment. The Customer's remedy for any breach of any of the warranties or representations set out in the Contract (whether made innocently or negligently) by the Supplier is limited to breach of contract.

12.9 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

12.10 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

12.11 The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier. The Customer remains liable for the Goods notwithstanding that the Supplier or Customer has insurance in place which would indemnify either the Supplier or the Customer.

12.12 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-

12.12.1 Consequential losses;

12.12.2 Loss of profits;

12.12.3 Loss of income;

12.12.4 Economic and/or similar losses;

12.12.5 Loss of anticipated savings;

12.12.6 Loss of data;

12.12.7 Wasted management or office time;

12.12.8 Business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill;

12.12.9 Special damages and indirect losses however so arising; and/or

12.12.10 Loss resulting from any inability to carry out any operations. For example, the Supplier shall not have any Liability if the Customer cannot complete a task because the Supplier supplied the wrong Goods.

12.13 The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

12.14 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of: - 12.14.1 Liability for breach of contract;

12.14.2 Liability in tort/delict (including negligence); and

12.14.3 Liability for breach of statutory and/or common law duty; except clause 13.9 above which shall apply once only in respect of all the said types of Liability.

12.15 The supplier will not be liable for any delays caused by circumstances beyond reasonable control.

12.16 The supplier takes no responsibility for an injury or damage caused by means outside of their control.

12.17 If the hire the goods are for use in a business, the supplier will not be liable for any indirect loss or any loss of business or profits, wages, or expenses caused by the goods being faulty

12.18 Regardless of anything else in the Contract, nothing in the Contract restricts the Supplier's Liability for (a) death or personal injury resulting from negligence for which it is responsible; (b) fraud; (c) defective products under the Consumer Protection Act 1987 (to the extent that this liability cannot be excluded); or (d) any other matter to the extent that it cannot be excluded or limited by law.

13. GENERAL

- 13.1 Upon termination of the Contract the provisions of clauses 4.2, 4.4, 4.6, 7, 8, 9.1 and 9.3 shall continue in full force and effect.
- 13.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
- 13.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.
- 13.4 If the Customer has any questions or complaints, it may contact the Supplier by telephoning its customer service team on 07856 978959 or by e-mail at romseyhottubs@outlook.com.
- 13.5 The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.
- 13.6 The Supplier may source Hired Goods from a third party. The Customer shall indemnify the Supplier against any Liability arising out of, or connected to, any claim brought by that third party, save to the extent that the Liability was a result of the Supplier's breach of the Contract or negligence.
- 13.7 No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 13.8 The Supplier shall have no Liability to the Customer for any delay and/or non- performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 13.9 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.
- 13.10 The Supplier may transfer, assign, charge, or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract, the Supplier warrants that the Customer's rights shall not be reduced or prejudiced in any way as a result of such transfer, assignment, subcontract, or other disposition.
- 13.11 The Supplier may subcontract its obligations under the contract but the Supplier shall remain liable for the performance of its obligations to the same extent as it would have been but for the subcontracting.
- 13.12 These terms and conditions and any Confirmation constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.13 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the terms and conditions or any Confirmation. Each party agrees that it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement, based on any statement in this agreement.
- 13.14 This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

14. ADDITIONAL CONDITIONS

- 14.1 The Supplier may insert and present any balance due and unpaid where the Customer has signed a blank or nil value debit or credit card voucher. The Supplier may also process interim payments in respect of any monies due from the Customer under the Contract by credit or debit card at any stage of the Contract.

15. DATA PROTECTION ACT

- 15.1 The Supplier's privacy policy explains how and why the Supplier collects, stores, uses and shares personal data. Please review the Supplier's privacy policy, which is available on its website at www.romseyhottubs.co.uk

16. ADDITIONAL TERMS- ONLINE ORDERS ONLY

- 16.1 The Supplier does not accept orders from Customers based outside the UK.
- 16.2 By placing an order through the Supplier's website, the Customer warrants that it is legally capable of entering into binding contracts and that the Customer is at least 18 years old.
- 16.3 All orders are subject to acceptance by the Supplier, and the Supplier will, if it accepts the order, confirm such acceptance by sending the Customer an email Confirmation that confirms that the Goods are ready for delivery on the agreed date and time. The Contract between the Supplier and the Customer will only be formed when the Supplier sends the Customer the Confirmation (or, if earlier, upon delivery to the Customer of the Goods).
- 16.4 The Contract will relate only to those Goods the Supplier has confirmed in the Confirmation. The Supplier will not be obliged to supply any other Goods which may have been part of the Customer's order until such Goods have been confirmed in a separate Confirmation.
- 16.5 If the Supplier has agreed to deliver the Goods, the Goods will be the Customer's responsibility from the time of delivery to the agreed delivery address.
- 16.6 Product prices are liable to change at any time, but changes will not affect orders in respect of which a Confirmation has been sent.

16.7 Applicable laws require that some of the information or communications the Supplier sends to the Customer should be in writing. When using the Supplier's site, the Customer accepts that communication with the Supplier will be mainly electronic. The Supplier will contact the Customer by email or provide the Customer with information by posting notices on the Supplier's website. For contractual purposes, the Customer agrees to this electronic means of communication and the Customer acknowledges that all contracts, notices, information, and other communications that the Supplier provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.

16.8 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the parties having to go to court. If the Customer is not happy with how the Supplier has handled any complaint, it may want to contact the alternative dispute resolution provider used by the Supplier. If the Customer's complaint cannot be resolved, the Supplier will contact the Customer directly with its choice of alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

17. DEPOSITS AND PAYMENT TERMS

17.1 The charges shown must be paid by the dates specified. These charges will refer to the dates shown.

17.2 A booking deposit of 20% must be taken before a hire date can be confirmed, which is non-refundable but will be deducted off the total hire charge. If the hire is cancelled, the supplier will return the deposit only if the hire is cancelled more than 14 days prior to the hire date.

17.3 Any costs incurred by Romsey Hot Tubs due to damage caused to the Hot Tub, excessive cleaning, broken, non-working or missing parts will be paid by the Customer. Upon setup, the remaining balance is due by either cash or card.

18. HIRE PERIODS

18.1 The full hire period is the dates shown on the hire contract or as agreed in communication emails, messages or phone calls between the Customer and Romsey Hot Tubs.

18.2 At the end of the full hire period, goods not made available for collection will be placed back on hire for a further hire period and at the same hire charge. The Customer must pay the extra charges when we ask for them, to include any additional costs incurred.

18.3 The contract comes into effect once a deposit has been paid by the Customer, by paying the deposit the Customer agrees to the Terms and Conditions of the Supplier which are published on their website and provided in the confirmation email.

19. RESPONSIBILITIES DURING HIRE

19.1 The Customer must assist the Supplier in the delivery and collection at the delivery/collection location.

19.2 The Customer must give the Supplier clear instructions and take all reasonable steps to ensure the safety of the Suppliers staff when on site.

19.3 The Supplier accepts no responsibility for any damage or injuries caused.

19.4 The Customer will supply the electricity and water for the equipment during the hire period.

19.5 The Customer must have a suitable supply of electricity and it must be within 5 metres of the setup area.

19.6 The Hot Tub requires a flat level base to sit; this can be slatted, grass, concrete, blocks, decking or any firm hard standing. It can be placed on loose stone chippings providing they are small and compacted. Great care must be taken not to get grass or soil in the water as this will spoil the enjoyment.

19.7 The area in which the Hot Tub will be set up must be clear of any furniture, rubbish and animal faeces before delivery, if this is not done the Supplier reserves the right to cancel your booking and the deposit not be returned.

19.8 The Customer will inspect the equipment with the Supplier and note and sign for any damage on the equipment.

19.9 The Customer must ensure to take extra care to prevent sharp objects from being around or in the Hot Tub and prevent people from jumping in or on the Hot Tub.

19.10 The Customer must not use glass or any sharp foreign objects in the Hot Tub.

19.11 Shoes must not be worn in the Hot Tub.

19.12 Children must be supervised at all times.

19.13 Pregnant women and people with blood pressure issues should check with a doctor about using the Hot Tub. If in any doubt do not use the Hot Tub.

19.14 Sufficient chemicals will be supplied to maintain the water for the duration of the hire period, the customer must not use or add any other chemicals to the water other than the chemicals supplied by Romsey Hot Tubs. This includes; bubble bath, foam bath, or washing up liquid of any description. Failing to comply with these instructions may cause serious damage to skin or body and will also put the Hot Tub out of operation for some time.

19.15 The Customer will only add chemicals required to maintain the water in the Hot Tub and understand the risks involved in not maintaining the water as per the manufacturer's instructions.

19.16 The Customer will not allow anyone under the influence of alcohol or drugs to use the equipment.

19.17 The Customer will not attempt to or move the equipment from the location that the Supplier has placed it.

19.18 The Customer will not tamper or adjust any aspect of the equipment mechanics or electrics other than using the buttons on the controls.

19.19 The Customer will be responsible for any death, injury, loss or damage caused by the goods being misused while they are hired.

20. USER WELFARE

20.1 The Customer is responsible for the welfare of anyone using the Hot Tubs, they must ensure anyone using the goods is in a suitable health to be safe and ensure the goods are used in a safe, responsible manner.

20.2 All children **MUST** be supervised at all times they are in the Hot Tub.

20.3 The Customer is responsible for adding and maintaining the correct chemical levels. This can be checked by following the guidance provided and using the test strips provided. Incorrect chemical levels can potentially result in conditions such as skin irritations.

Customer Name (please print):.....

Customer Signature:.....

Date...../...../.....