

SANDRA'S FLORIST HIRE AGREEMENT

TERMS & CONDITIONS OF CONTRACT



1. General

1. Definitions

These terms & conditions are for the contract of hire of items and accessories ("Items"), and the parties to the Contract are:

1. The "Hirer" and, where the Hirer is not an individual acting in person, the "Signatory".
2. Extent of Contract and Cancellation. The Contract is not assignable and is effective when the hirer signs the contract &/or Sandra's Florist accepts the Hirer's detailed order. Sandra's Florist reserves the right to charge for cancellation.
3. Ownership of Items hired remains the property of Sandra's Florist at all times. The Hirer will be advised prior to Contract commencement if any specific conditions apply.

2. Hire Charges

1. Basis of charging the stated hire charges are for the duration of the Contract the period of three days unless otherwise stated. The items are to be returned to Sandra's Florist by end of trading on the third day, unless collection has been agreed.
2. Delivery and collections where available are chargeable, delivery and collection must be agreed by both parties and at time when hire agreement arrangements & contract are made, all other conditions are still applicable.
3. The Hirer will pay all monies as requested, prior to the collection/delivery of hire items.

3. Deposit Charges

1. Deposits are set by Sandra's Florist and will only be charged when hired items are:

1. Not returned.
2. Not returned on the day and date agreed by 5.30pm.
3. Not available for collection as stated in the contract at location and/or time agreed &/or stated on the contract.
4. Damaged or broken.

2. Deposit balances are refunded upon return to Sandra's Florist of items in good condition. Balances of deposits paid by cheque will be refunded in full upon delivery of hired items if no charges are to be taken. If Charges are to be taken, or Sandra's florist collects items, remaining or full deposit as necessary will be sent by cheque issued within seven business days.

3. Credit and debit card transactions - Where the Hirer has supplied credit or debit card details, charges may be taken only as & when necessary.

4. If the deposit taken is not the full replacement/retail value of the item, & a charge must be made due to the hirer breaking a term as listed in 3.1, it is understood that the charge made will be that of the full replacement/retail value of the item.

4. Hirer's Responsibilities

1. Receipt of Items - The Hirer will sign to acknowledge receipt at delivery/handover, any shortages or defects must be agreed and noted on the Contract/delivery document.
2. Delivery/collection of Items - the Hirer will provide necessary delivery and collection access, as agreed on the contract. Items transported in the Hirer's own vehicle is at the Hirer's risk.
3. Security of Items - the Hirer accepts responsibility for Items security until its collection by or returned to Sandra's florist and undertakes not to sell or relinquish possession, alter, repair or modify it in any way.
4. Return or collection of Items - when Items have been returned or collected Sandra's Florist will fill in the return portion of the contract, the Hirer will remain liable for the hired item until such time.
5. Lost or stolen Equipment - the Hirer agrees to be charged for the full retail/replacement value for any lost or stolen equipment. This liability is without prejudice to any Sandra's Florist rights under the Contract. Replacement items purchased with Hirer's proceeds is the property of Sandra's Florist.

5. Sandra's Florist Responsibilities

1. Hire rates – Sandra's florist will maintain the agreed hire rates for the duration of the Contract.
2. Delivery and collection – Sandra's Florist will deliver and collect items as agreed in the contract.