

## Moyness Shrub & Plant Hire

### Terms & Conditions

This hire agreement relates to the person(s) or company hiring the goods, thereafter referred to as the hirer and James McIntyre & Sons. This agreement is for the hiring of goods between the hirer and James McIntyre & Sons.

Please read this agreement carefully as after entering into this agreement the hirer agrees to be bound by the terms contained within.

Placing an order with us either by internet, telephone, verbally or any other method, means you have read and understood the following terms & conditions.

#### General Terms & Conditions

All plants/goods hired remain the property of James McIntyre & Sons at all times.

James McIntyre & Sons reserves the right to gain access to property at all reasonable times, to recover their goods/property if it proves necessary.

Extensions to hire period can only be considered provided goods are not required elsewhere.

All hires/orders must be confirmed in writing. The hire period shall be stated fully at the time of ordering.

#### Payment

All hire charges must be paid two weeks prior to event, unless an approved account has been opened, accounts operate on a strictly 30 day payment term. Failure to pay cash accounts in time will result in the non-delivery of goods and an administration fee of £35. Credit/debit card details will be taken as security for loss or damage to goods.

### **Delivery**

Plants/goods cannot be moved to any other location other than the stated delivery address, without specific notification to ourselves. Delivery charges will be stated at the time of ordering, and will assume that easy direct access on the ground floor will be available to let us make the delivery swiftly. Any access problems i.e. stairs, timed access, parking problems etc. must be notified to ourselves at the time of ordering as delays for our team when delivering will incur fees of £25 per man, per hour, plus VAT. We will assume 9am - 5pm deliveries or collections, Monday to Friday. Out of hours or weekend delivery and collection may incur extra charges.

### **Collection**

Collection of hire plants/goods means that access must be granted early on the off hire day. This may be discussed at time of ordering so all parties are clear on collection policy. Any potential difficulties i.e. venue, access or time limits must be discussed prior to ordering. Delays in collection outwith our control will incur extra charges.

### **Delivery/Collection Charges**

Will depend on distance, volume of goods ordered, and the weight. Some of the plants available for hire are extremely heavy and require two men. Charges will be stated at time of ordering.

Up to one hour is allowed time on site maximum for both delivery & collection. If delays occur out-with our control, labour charges of £25 per man, plus VAT will be implemented.

### **Self Collection**

Depending on what is being hired, it may be possible for the hirer to collect and return the goods with their own transport - however as already stated, many items are bulky, tall and heavy and should plants be damaged by the hirer they will be liable for costs. James McIntyre & Sons will not authorise loading of plants/goods into customer vehicles that are unsuitable.

### **Damage/Loss**

Should goods be damaged or lost during hire period, full cost will be borne by the hirer to replace the items. This starts at point of delivery and will continue until plants are safely collected or returned.

### **Plant Care**

Plants may require watering from time to time, usually after two days into hire period and the hirer will be informed of this. If watering is required it is the hirers responsibility to do this. Plants may be decorated with ribbons etc. only with the express agreement or ourselves. All decorations, balloons etc. must be removed by the hirer, prior to the event finishing. Any plants damaged by decorations or labour spent on removing them will be charged at cost price to the hirer.

### **Purchasing Hired Plants/Goods**

Some hirers prefer, after the event is finished, to purchase goods, and this may be possible depending on events booked elsewhere. Should hirer wish to purchase, the goods will be charged out as per normal rate, plus the cost of delivery should this have happened.

### **Viewing**

You are welcome to come to the nursery to view Monday - Saturday, 8.30am - 5.30pm to see our range. Should you wish to see Ben or Stuart McIntyre, an appointment must be made.

We suggest you contact us and discuss your requirements at least eight weeks before your event as this will enable us to source any items specifically requested, or not in stock.

### **Deliveries Plus**

We shall endeavour to meet the hirers delivery times as far as reasonably possible and as far as road and weather conditions allow. Any specific delivery times/requirements must be stated at time of ordering to enable us to plan accordingly.