

TERMS AND CONDITIONS FOR THE RENTAL OF GOODS

This document (the Terms) set out the terms and conditions on which we agree to rent the goods advertised as being available for rent on our website www.thestripescompany.com.

These Terms and the Order Confirmation set out the whole agreement between you and us for the supply of the Goods. These Terms tell you information about us and the legal terms and conditions upon which we supply the Goods to you on a rental basis. Please read these Terms carefully and make sure that you understand them, before ordering any Goods from us. By ordering any Goods from us you accept these Terms and that you agree to comply with them.

If you are unhappy with any aspect of these Terms, please contact one of our customer advisors before accepting our quotation by phoning 01244 336 387 or by contacting us in writing in accordance with Term 12.1.

References to 'we', 'us' and 'our' are to Deckchairstripes Limited t/a The Stripes Company registered in England and Wales with company number 06337324 whose registered address is at Brandon House, King Street, Knutsford, Cheshire, WA16 6DX and whose trading address is at Unit 1 Waverton Business Park, Saughton Lane, Waverton, Chester CH3 7PD; to 'you' are to you, the person or firm who rents the Goods from us; and to 'Website' or 'site' are to our website www.thestripescompany.com. Our VAT number is 819 5903 02

1 Definitions and Interpretation

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Contract: the contract between you and us, in accordance with these Terms;

Goods: the goods we agree to provide to you on a rental basis in accordance with Term 2;

Normal Business Hours: means our normal business hours of 09:00 to 17:00 Monday to Friday (excluding bank holidays);

Order Confirmation: has the meaning given to it in Term 2.5;

Order Form: has the meaning given to it in Term 2.1;

Rental Address: the address specified on the Order Confirmation;

Rental Period: the period of rental of the Goods set out in the Order Confirmation, being the date commencing on the date of delivery and ending on the date on which the Goods are to be collected;

Rental Price: has the meaning given to it in Term 3.1.

1.2 In these Terms, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or

statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to **writing** or **written** includes faxes and e-mails.

2 Rental of Goods

2.1 You can place an order for the Goods by using the order form available on our Website (**Order Form**). In order to process your order, we will ask you for details regarding the number of Goods required, the period for which the Goods are required and the premises at which you wish to use the Goods. Please note that it may not be possible to deliver to certain locations.

2.2 All orders are subject to a minimum order of four (4) deckchairs.

2.3 Once we have received your Order Form we will send you a quotation which is only valid for a period of one calendar month from its date of issue.

2.4 All Goods are subject to availability. We will inform you as soon as possible if the Goods you have ordered are not available during the period requested.

2.5 If you accept our quotation, the Contract between you and us will only be formed when we issue written confirmation of your order, setting out the date for delivery or collection, Rental Address, Rental Period and Goods to be supplied, together with the price, delivery charges and deposit payable (**Order Confirmation**), at which point and on which date the Contract shall come into existence.

2.6 Once a contract has been formed, unless you have arranged to collect the Goods from our premises, we shall deliver the Goods to the Rental Address and for the Rental Period specified in the Order Confirmation. The Goods shall at all times remain our property and you may only use the Goods for the Rental Period and at the Rental Address.

2.7 We shall either deliver the Goods to you at the Rental Address set out in the Order Confirmation, or arrange for the Goods to be collected by you from our premises as notified to you, on the date specified in the Order Confirmation, unless otherwise agreed between us. We shall collect the Goods from you at the Rental Address set out in the Order Confirmation, or you shall return the Goods to our premises, as agreed between us, on the date specified in the Order Confirmation, unless otherwise agreed between us. We may, unless you request otherwise, provide your contact details to our couriers for their use in arranging delivery and/or collection of the Goods.

2.8 Unless otherwise agreed, we will only be required to deliver the Goods, or make the Goods available for collection, during our Normal Business Hours.

2.9 In the event:

(a) that we are unable to collect the Goods on the date specified in the Order Confirmation due to any failure by you, including any failure by you to provide adequate information or instructions to us or to provide safe and unobstructed access to the Rental Address set out in the Order Confirmation in order for us to collect the Goods, or if you fail to return the Goods on the date specified in the Order Confirmation, then the Rental Period shall be

extended until the date on which we collect the Goods from the Rental Address or the date on which you return the Goods to us;

- (b) you fail to return the Goods on the date specified in the Order Confirmation, we shall have the right to collect the Goods from the Rental Address, in which case we shall be entitled to charge you for the cost of collecting the Goods.

In each case, we shall be entitled to increase the price payable by you for the hire of the Goods to reflect the extension of the Rental Period, together with any additional costs incurred by us in collecting the Goods under paragraph (b) above, or rearranging the collection of the Goods under paragraph (a) above, and your obligations under Term 2.10 shall continue to apply during such extended period.

2.10 In respect of your use of the Goods during the Rental Period, you shall:

- (a) use the Goods sensibly and in the manner for which they are expected to be used;
- (b) keep the Goods to the same standard of condition and repair as on delivery;
- (c) store the Goods securely;
- (d) not make any alteration, modification or addition to the Goods without our prior written consent;
- (e) bear the cost of the repair of any damage caused to the Goods whilst in your possession; and
- (f) not sell, assign, mortgage, let on hire or otherwise dispose or part with the Goods.

3 Price

3.1 The price payable for the Goods is the price set out in our quotation (**Rental Price**).

3.2 The Rental Price is inclusive of VAT. Our delivery charges will be calculated on the basis of the location of the Rental Address and size of order, and are as set out in our quotation. If you choose to collect the Goods from and return the Goods to our premises, as notified to you, the collection and return of the Goods shall be at your own cost.

3.3 Unless otherwise agreed, you are required to pay the price payable for the rental of the Goods plus a deposit specified in the quotation, prior to the commencement of the Rental Period (**Deposit**). Such Deposit is a refundable deposit subject to Term 3.4.

3.4 The Deposit will be refundable within seven (7) days of collection of the Goods, provided that the Goods are returned in the same condition in which they were provided on delivery. We reserve the right to retain the Deposit if the Goods are not returned to us in the same condition as on delivery, or if the Goods are returned damaged or late. This is in addition to any other rights or remedies we may have for damage to or late return of the Goods.

3.5 If you are contracting as a consumer and enter into a Contract with us by e-mail, fax or telephone or via our Website, if you cancel the Contract in accordance with Term 6, we will refund the Deposit to you as soon as possible but in any event within thirty (30) days of your order.

3.6 You can pay by credit or debit card (Visa, Delta/Connect, Switch, Mastercard and Maestro) by calling us on 01244 336 387. We may agree to payment by BACS if requested by calling us on 01244 336 387.

- 3.7 Goods will not be dispatched until we have received full payment for the Goods, including any applicable VAT and delivery charges, in cleared funds.
- 3.8 We reserve the right, by giving you notice, at any time before delivery to increase the price or hire charges for the Goods (or the price of any costs payable in addition to the price pursuant to Term 3.2) to reflect:
- (a) any change in the quantities of the Goods requested by you;
 - (b) any requirement to deliver the Goods outside our Normal Business Hours, unless such requirement was expressly stated in the Order Confirmation;
 - (c) any change in the delivery date of the Goods or any requirement for us to re-deliver the Goods if requested by you;
 - (d) any change in the delivery date of the Goods or any requirement for us to re-deliver the Goods if caused by any failure by you to give us adequate information or instructions or to provide safe and unobstructed access to the Rental Address at which the Goods are to be delivered;
 - (e) any change in the collection date of the Goods requested by you;
 - (f) any change in the collection date of the Goods, or any requirement for us to collect the Goods on a different date, if caused by any failure by you to give us adequate information or instructions or to provide safe and unobstructed access to the Rental Address at which the Goods are to be collected; or
 - (g) any requirement for us to deliver or collect the Goods if the Goods were to be collected or returned by you.

4 Description of Goods

- 4.1 Please note that the Goods which are available for rent from our Website are vintage products, and as such, are not new products. The colour and size of the Goods may vary from any description given or any image or picture of the Goods on the Website and each item may vary slightly in size, colour and appearance.

5 Cancellation by us

- 5.1 We reserve the right to cancel the Contract if delivery is not made to your area.
- 5.2 If we do cancel your Contract we will notify you by e-mail or telephone. If payment has already been made, we will refund to you the full amount paid, by the payment method used, as soon as possible but in any event within thirty (30) days of your order.

6 Cancellation by you

This Term only applies if you are renting the Goods as a consumer

- 6.1 If you are a consumer, save as provided in Term 6.2, you have a legal right to cancel your Contract with us under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Your right to cancel the Contract starts from the date on which the Contract between us is formed and ends 14 days after that date (**Cancellation Period**). This means that during the Cancellation Period, if you change your mind or decide for any reason that you do not want to hire the Goods, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

- 6.2 You acknowledge that the cancellation right provided for in Term 6.1 does not apply to contracts for Goods where the rental of the Goods is completed before the expiry of the Cancellation Period, at your request.
- 6.3 If the Rental Period has commenced during the Rental Period at your request, but has not completed during the Cancellation Period, you shall pay us an amount which is in proportion to the duration of the Rental Period up until the point at which you communicated your cancellation of the Contract to us.
- 6.4 To cancel your Contract, you just need to let us know that you have decided to cancel within the relevant timescale set out in Term 6.1. You can inform us of your decision to cancel your Contract over the telephone on (+44) 01244 336 387 or by email or post at the addresses set out in Term 12.1. You may use the cancellation form available at www.thestripescompany.com/terms/HDH-cancellation-form.pdf but it is not obligatory. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.
- 6.5 If you cancel your Contract under this Term 6, we will:
- (a) refund you the price you paid for the rental of the Goods. However, please note that if the Rental Period has commenced during the Cancellation Period at your request, but has not completed during the Cancellation Period, we are permitted under law to charge an amount that is in proportion to the duration of the Rental Period up until the point at which you communicated your cancellation of the Contract to us;
 - (b) refund you the price you paid for delivery (unless you chose a delivery option which is more expensive than our least expensive delivery option in which case we will refund you the price up to the amount you would have paid if you would have chosen the least expensive delivery option);
 - (c) arrange to collect the Goods, or you may return the Goods to us at your own cost;
 - (d) make any refunds due to you as soon as possible and in any event within 14 days after you inform us of your decision to cancel your contract.
- 6.6 We will refund you using the payment method used by you to pay.

7 Liability

- 7.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is not foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 7.2 If you use the Goods for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 We do not exclude or limit our liability for:
- (a) death or personal injury caused by our negligence; or
 - (b) fraud or fraudulent misrepresentation.

- 7.4 Notwithstanding the foregoing, if you enter into a Contract with us as a consumer, nothing in these Terms is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

8 Limit on liability

This clause only applies where you enter the Contract on behalf of a company, entity, or other organisation or business

Subject to Term 7.3, our total liability to customers who are not consumers in respect of all loss, damage, actions or claims suffered or incurred by such a customer out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in aggregate, shall in no circumstances exceed the total amount of the price paid by the customer under the Contract.

9 Intellectual Property Rights

- 9.1 We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 9.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 9.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 9.4 Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.
- 9.5 You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.6 If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10 Title to the Goods

- 10.1 We shall retain title to and ownership of the Goods at all times.

11 Written Communications

- 11.1 Applicable laws require that some of the information or communications we send to you should be in writing. We may contact you by e-mail. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This Term does not affect your statutory rights.

12 Notices And Complaints

- 12.1 All notices given by you to us (including any complaints that you may have) should be sent in writing by post to Deckchairstripes Limited t/a The Stripes Company at Unit 1 Waverton Business Park, Saughton Lane, Waverton, Chester, CH3 7PD or by email to services@thestripescompany.com.

12.2 We may give notice to you at either the e-mail or postal address you provide to us when placing an order.

12.3 Notice will be deemed received and properly served 24 hours after an e-mail is sent, or two days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13 Transfer Of Rights And Obligations

13.1 The Contract is binding on you and us and on our respective successors and assigns.

13.2 You may not transfer, assign, charge or otherwise dispose of your Contract with us, or any of your rights or obligations arising under it, without our prior written consent.

13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of your Contract with us, or any of our rights or obligations arising under it, at any time during the term of the contract, including due to an asset or business sale of Deckchairstripes Limited t/a The Stripes Company.

14 Events Outside Our Control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (a "**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures; electrical power failures, strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, acts of God; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; shortage of labour or materials; the impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; non-performance of third parties; loss of or fluctuations in heat, light or air conditioning; the impossibility of the use of public or private telecommunications networks; or the acts, decrees, legislation, regulations or restrictions of any government or foreign courts or tribunals.

14.2 Our performance under any Contract with you is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

15 Waiver

15.1 If we fail, at any time during the term of our Contract with you, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of these Terms shall be effective unless it is expressly stated to be a waiver and it is communicated to you in writing in accordance with Term 12.1 above.

16 Severability

- 16.1 If any of these Terms or any provisions of a Contract between you and us are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17 Entire Agreement

- 17.1 These Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.
- 17.2 You and we acknowledge that, in entering into a Contract, you have not and we have not relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such contract except as expressly stated in these Terms.
- 17.3 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

18 Law And Jurisdiction

- 18.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England. Any dispute arising from, or related to, the Contract shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.