



TERMS AND CONDITIONS OF HIRE

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to the hire of Gazebo/Jacuzzi/Hot tub by Eazy Hire Ltd , trading as Eazy Hot Tub Hire, a Private Limited Company registered in England under number 10674513 whose main trading address is 60 Cemetery Road, Wath-Upon-Dearne, Rotherham, England, S63 6HU.
- B. where You are hiring a Gazebo/Jacuzzi/Hot tub as a “Consumer” as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Accidental Damage Waiver”** means a fee paid by You which covers any accidental damage to Gazebo/Jacuzzi/Hot tub that would otherwise incur charges, as explained in Clause 9;
- “Business”** means any business, trade, craft, or profession carried on by You or any other person/organisation;
- “Business Day”** means, any day other than a Saturday, Sunday or bank holiday;
- “Calendar Day”** means any day of the year;
- “Consumer”** means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who hires a Gazebo/Jacuzzi/Hot tub for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
- “Contract”** means the contract for the hire of the Gazebo/Jacuzzi/Hot tub by You from Us, as explained in Clause 3;
- “Deposit”** means the sum payable at the time of Your Order that is required to secure your Order;
- “Hire Period”** means the period for which You will hire the Gazebo/Jacuzzi/Hot tub;
- “Month”** means a calendar month;
- “Price”** means the total price payable for the hire of the Gazebo/Jacuzzi/Hot tub;
- “Order”** means Your order for the Gazebo/Jacuzzi/Hot tub;
- “Order Confirmation”** means Our acceptance and confirmation of Your Order as described in Clause 3;



- “Security Deposit”** means the sum payable under sub-Clause 6.5 to cover the excessive wear and tear, excess cleaning requirements and non-accidental damage of the Gazebo/Jacuzzi/Hot tub;
- “Gazebo/Jacuzzi/Hot tub”** means a Gazebo/Jacuzzi/Hot tub supplied by Us and hired by You subject to these Terms and Conditions;
- “We/Us/Our”** means Eazy Hire Ltd a Private Limited Company whose main trading address is 60 Cemetery Road, Wath-Upon-Dearne, Rotherham, England, S63 6HU; and
- “You”** means you, the hirer of the Gazebo/Jacuzzi/Hot tub.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.
- 1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

2. Information About Us

- 2.1 Eazy Hire Ltd is a Private Limited Company registered in England under number 10674513 whose main trading address is 60 Cemetery Road, Wath-Upon-Dearne, Rotherham, England, S63 6HU.

3. The Contract

- 3.1 These Terms and Conditions govern the hire of Gazebo/Jacuzzi/Hot tub from Us and will form the basis of the Contract between Us and You. Before completing Your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of Your Order, indicated by Our Order Confirmation, and Your payment of the Deposit. Order Confirmations will be provided in writing through an online booking on Our website booking form or any other form of written communication whether sent by e-mail, text message, fax or other means.

4. Your Obligations

- 4.1 When completing Your Order, You will be required to specify the location that the Gazebo/Jacuzzi/Hot tub will be set upon.
- 4.2 When choosing the site that the Gazebo/Jacuzzi/Hot tub will be set upon You must ensure that the site is suitable and meets the following criteria:

- 4.2.1 The site can be accessed by car for delivery and collection;
- 4.2.2 The site is on level and firm ground that is not from any undue risk of subsidence, flooding or other environmental hazards;
- 4.2.3 There is an area of free space of at least 4 metre square around the site that will be occupied by the Gazebo/Jacuzzi/Hot tub to allow for Our installers to work. We will not be liable for any damage done to any part of the site (including, but not limited to, lawns, flower beds and plants) that results from Your failure to comply with this requirement. You must also accept that the placing of the Gazebo/Jacuzzi/Hot tub on a grassed area may result in damage or discolouration of the grass beneath the Gazebo/Jacuzzi/Hot tub owing to the lack of sunlight and water. We accept no responsibility for such damage.
- 4.2.4 There are no utilities, pipes, cables, conduits or any other equipment buried less than 0.5 metres underground at the site (We will not be liable for any damage done to any of the above if You supply incorrect information);
- 4.2.5 On the day of installation, You must ensure that the location is free of all obstacles, debris, people and animals that may obstruct Our installers;
- 4.2.6 On the day of installation, You must ensure that access to a 240v domestic power supply is available either interior or exterior plug;
- 4.2.7 On the day of installation, You must ensure that access is available to an external mains cold water feed in the form of a hose pipe fitting or similar.
- 4.2.8 On the day of installation, You must ensure that access is available to an external foul sewer manhole, grate or similar.
- 4.3 For some Gazebo/Jacuzzi/Hot tub You may need to obtain certain permits or authorisations (from the local authority, for example). It is Your responsibility to establish what (if any) such permits or authorisations are required and to obtain them. We will not bear any liability for Your failure to obtain the necessary permits or authorisations.
- 4.4 During the Hire Period You must ensure that the following rules are followed:
 - 4.4.1 No heating or cooking equipment is to be used within 2 metres of a Gazebo/Jacuzzi/Hot tub;
 - 4.4.2 Smoking is not permitted in the Gazebo/Jacuzzi/Hot tub;
 - 4.4.3 Glass is not permitted in the Gazebo/Jacuzzi/Hot tub or the surrounding area;
 - 4.4.4 Any person using Jacuzzi/Hot tub should have showered prior to using, this is to mitigate the risk of Germs/Bacteria or Foreign bodies spreading, Eazy Hire Ltd is not responsible for any infection or illness caused by bacteria from unclean water.
 - 4.4.5 People under the influence of alcohol are not permitted to use or enter a Jacuzzi/Hot tub or the surrounding area;
 - 4.4.6 You or any third party are not permitted to tamper/move/disturb any equipment or electrical installation, installed by Us without written confirmation;



- 4.4.7 You or any third party must ensure children are accompanied by a responsible adult and are supervised at all times whilst near a Gazebo/Jacuzzi/Hot tub or the surrounding area;
- 4.4.8 You or any third party must ensure that anyone using the Gazebo/Jacuzzi/Hot tub is competent and able to access/egress and use the Gazebo/Jacuzzi/Hot tub safely and has been notified of the risks outlined in the manufacturers instruction manual supplied on booking;
- 4.4.9 The Gazebo/Jacuzzi/Hot tub should be plugged into the socket using the supplied Residual Safety Device (RCD) at all times to protect against electrical shock along with the supplied water resistant extension lead
- 4.4.10 You are wholly responsible for the quality of the water in the Jacuzzi/Hot tub, we will provide you with an adequate amount of chemicals for the hot tub period and cannot be held responsible for excessive use. We will fill up the Jacuzzi/Hot tub with water from your premises & completely negate responsibility from Eazy Hire Ltd, or any associates / contractors instructed to work on behalf of Eazy Hire Ltd for the quality of that water.

5. Hire Period

- 5.1 The Hire Period shall be chosen in Your Order and confirmed in Our Order Confirmation;
- 5.2 Unless it is expressly stated otherwise, the Hire Period begins and ends at the times and dates shown in Our Order Confirmation;
- 5.3 You may extend the Hire Period by contacting Us via telephone, email, text message. Extended Hire Periods shall be charged at Our normal daily rate;

6. Fees and Payment

- 6.1 When placing Your Order, You will be required to pay a Deposit of at least £50 to secure your Order.
- 6.2 The Price for the Gazebo/Jacuzzi/Hot tub will be that shown in Our price list current at the time of Your Order.
- 6.3 We may, from time to time, offer special prices, discounts and other promotional offers. Any such special prices will be valid only for the period advertised. Orders placed during such a period will be accepted at the special price even if We do not accept the Order until after the period has expired.
- 6.4 The balance of the Price (i.e. the full payment) should be made no later than the start of the Hire Period or the day of installation.
- 6.5 All Prices include VAT at 20%. If the rate of VAT changes between the date of Your Order and the date of Your payment of the Price, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Prices where We have already received payment in full from You.

7. Changes and Cancellation

- 7.1 You may change Your Order at any point up until 48 Hours before the start of the Hire Period. All changes must be requested by e-mail, text message or telephone and will be confirmed by Us in writing. We will use reasonable endeavours to accommodate Your request, but all changes will be subject to the availability of equipment. The Price due will change to reflect the changes to Your Order and outstanding sums due will be altered accordingly, or You will be refunded the appropriate sum if You have already paid and the new Price is lower.
- 7.2 You may cancel Your Order at any time before the start of the Hire Period subject to the following:
- 7.2.1 For Orders cancelled more than 7 days before the start of the Hire Period, we will retain Your Deposit in full but will give you option to re-arrange your hire period to another date, excluding premium periods, unless your cancelled hire is also in a premium period, such as bank holidays, Christmas & New Year.
- 7.2.2 For Orders cancelled less than 7 days before the start of the Hire Period, We will retain Your Deposit in full and the balance of the full Price will also be payable (if it has not already been paid).
- 7.3 We may, at Our sole discretion, reduce or waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

8. Delivery, Hire and Collection

- 8.1 The Hire Period begins at the time and date stated in the Order Confirmation. The Gazebo/Jacuzzi/Hot tub will be delivered to the site and set up by Our installers as close to that time as is reasonably possible.
- 8.2 Before delivery, We always use all reasonable endeavours to ensure that Gazebo/Jacuzzi/Hot tub are undamaged and that all other items to be supplied are complete. You should, however, check the Gazebo/Jacuzzi/Hot tub Yourself at the time of delivery and set up and will be asked by Our installers to sign a receipt confirming that there is nothing missing and that there is no visible damage to the Gazebo/Jacuzzi/Hot tub. If there are any items missing or if there is any visible damage to the Gazebo/Jacuzzi/Hot tub, You should inform Our installers immediately. We will use all reasonable endeavours to replace missing items or damaged Gazebo/Jacuzzi/Hot tub. If We are unable to provide suitable replacements of at least the same quality and value as those ordered, You will be entitled to a full refund.
- 8.3 We are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by Us. We are also required to set up goods correctly and, for the purposes of this Clause 8, Our failure to do so will render the goods 'damaged' and/or 'faulty'. If You discover any damage (pre-existing) or fault with the Gazebo/Jacuzzi/Hot tub during the Hire Period, please inform Us as soon as is reasonably possible. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, We will repair the Gazebo/Jacuzzi/Hot tub. If We are unable to replace or repair the Gazebo/Jacuzzi/Hot tub, or if You would prefer to reject the damaged or faulty Gazebo/Jacuzzi/Hot tub, whether before or after a repair or replacement (if the



replaced or repaired Gazebo/Jacuzzi/Hot tub is still damaged or faulty), We will offer you a refund equal to the remaining, unused part of the Hire Period. Any refund due to You will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which We agree that You are entitled to a refund. Refunds will be made using the same payment method originally used by You unless you specifically request a different method

- 8.4 The Hire Period ends at the time and date stated in the Order Confirmation. Our installers will arrive at the site to dismantle and collect the Gazebo/Jacuzzi/Hot tub as close to that time as is reasonably possible. You must ensure that all items that do not belong to Us are removed from the Gazebo/Jacuzzi/Hot tub before the collection time. Any delays to the dismantling and collection of the Gazebo/Jacuzzi/Hot tub will be charged at £15 per hour.

9. Accidental Damage Waiver

- 9.1 An Accidental Damage Waiver can be added to Your Order at Your request.
- 9.2 The Accidental Damage Waiver will be charged at 10% of the total Hire Price.
- 9.3 The Accidental Damage Waiver covers the following:
- 9.3.1 Any accidental damage to Gazebo/Jacuzzi/Hot tub while they are in Your possession;
- 9.4 The Accidental Damage Waiver does not cover the following:
- 9.4.1 Malicious or deliberate damage or that which, in Our opinion, has been caused by carelessness or improper use;
- 9.4.2 Damage caused by You tampering or moving any equipment installed on the day of installation.
- 9.4.3 Damaged to any of Our electrical equipment caused by overloaded circuits/water damage.
- 9.5 If You do not take out the Accidental Damage Waiver, You will be responsible for any and all of the types of damage and/or loss shown above in sub-Clause 9.2 in addition to that shown in sub-Clause 9.3.

10. Loss and Damage

- 10.1 You are responsible for, and will be required to indemnify Us for, any loss or damage which may occur to Gazebo/Jacuzzi/Hot tub that falls outside of the terms of the Accidental Damage Waiver described in Clause 9.
- 10.2 Any charges due under this Clause 10 will firstly be taken out of Your Security Deposit. If the cost of repairing the damage or replacing the Gazebo/Jacuzzi/Hot tub is higher than the sum of the Security Deposit, You will be required to pay any excess sum.
- 10.3 You will not be responsible for any pre-existing damage to Gazebo/Jacuzzi/Hot tub that has already been identified under sub-Clause 8.2 at the time of delivery, or for any damage or faults that are discovered under sub-Clause 8.3 during the Hire Period.
- 10.4 Full details of all charges are available on request.

11. Our Liability

- 11.1 We will be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.
- 11.2 In any event, Our total liability under these Terms and Conditions shall be limited to the value of the Contract between Us and You, that is, the total Price payable by You.
- 11.3 We will not be held liable for any Loss, accidents, injuries or death caused by misuse of any of Our Gazebo/Jacuzzi/Hot tub this includes falls on wet surfaces or falling in/out of the hot tub.
- 11.4 We will not be held responsible for any Loss, accident, injury or death caused by use of alcohol or drugs whilst using our hot tubs. We recommend not using a hot tub on your own.
- 11.5 We recommend consulting your G.P before using our hot tubs if you have a heart condition, are pregnant or are on any medication. We will not be held responsible for any Loss, accident, injury or death for circumstances caused by ignoring these recommendations
- 11.6 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.7 Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your legal rights as a consumer. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please contact Us or contact your local Citizens Advice Bureau or Trading Standards Office.

12. Events Outside of Our Control (Force Majeure)

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 12.2.1 We will inform You as soon as is reasonably possible;



- 12.2.2 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability as necessary;
- 12.2.3 If the event outside of Our control continues for more than 24 hour We will cancel the Contract and inform You of the cancellation in writing;
- 12.2.4 If an event outside of Our control continues for more than 48 hour and You wish to cancel the Contract, You may do so by informing Us in writing;
- 12.2.5 If the Contract is cancelled under this Clause 12 before the Hire Period begins, any and all sums You have paid to Us will be refunded in full. Other provisions in these Terms and Conditions regarding cancellation charges and the retention of sums paid shall not apply.

13. Communication and Contact Details

If You wish to contact Us with questions or complaints, You may contact Us in person, by telephone at 10674513, by email at easyhottubs@outlook.com, or by pre-paid post at Eazy Hire Ltd, 60 Cemetery Road, Wath-Upon-Dearne, Rotherham, England, S63 6HU.

14. Complaints and Feedback

- 14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 14.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available by e-mail.
- 14.3 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Gazebo/Jacuzzi/Hot tub, please contact Us in one of the following ways:
 - 14.3.1 By email, addressed to Customer Reviews department, easyhottubs@outlook.com;

15. How We Use Your Personal Information (Data Protection)

- 15.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.
- 15.2 We may use Your personal information to:
 - 15.2.1 Provide Our products and services to You;
 - 15.2.2 Process Your payments; and
 - 15.2.3 Inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
- 15.3 We will not pass on Your personal information to any other third parties.

16. Other Important Terms

- 16.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 16.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 16.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
- 17.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.