

## Bubshire Ltd - Terms and Conditions

These Terms and Conditions are the standard terms which apply to the hire of all hot tubs and other garden entertainment Equipment by Bubshire Ltd, of 5 Bakers Lane, Walgrave, NN6 9QL (referred to as “we/us/our”).

### 1. Definitions and Interpretation

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

“**Booking**” means your provisional booking of the Equipment, which is subject to our confirmation;

“**Booking Confirmation**” means our acceptance and confirmation of your Booking as described in clause 2.3;

“**Consumer**” is as defined in the Consumer Rights Act 2015, that is to say an individual who hires Equipment for personal use and for purposes wholly or mainly outside the purposes of any business;

“**Contract**” means the contract for the hire of the Equipment by you from us, as explained in clause 2, which includes these Terms and Conditions and the Rental Agreement Disclaimer Form, together with our “Summary of Key Points” document, which will be provided to you and is incorporated in to the Contract by this reference;

“**Equipment**” means the hot tub and/or any other equipment, together with any attachments, accessories and related items, supplied by us and hired by you, subject to these Terms and Conditions;

“**Hire Period**” means the period for which you will hire the Equipment;

“**Security Deposit**” means the sum payable at the time of your Booking, as set out in clause 5;

“**You/your**” means you, the hirer of the Equipment.

1.2 Each reference in these Terms and Conditions to “writing” and “written” includes e-mails, text messages and similar communications.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation. Each reference to the singular number includes the plural and vice versa.

### 2. The Contract

2.1 These Terms and Conditions govern the hire of all Equipment from us and will form the basis of the Contract between you and us. Before signing the Rental Agreement Disclaimer Form, 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.

2.2 None of our sales and marketing literature, price lists or other documents constitute a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that we may, at our discretion, accept.

2.3 A legally binding Contract between you and us will be created when we accept your Booking, which will be indicated by our written Booking Confirmation, and your payment of the Security Deposit.

### 3. Your Obligations

3.1 When making your Booking, you will be required to specify the location where the Equipment will be installed.

3.2 When choosing the location for the Equipment, you must ensure that it is suitable and meets the following criteria:

3.2.1 It can be accessed safely by the installation engineer for delivery and collection;

3.2.2 The site is on level and firm ground that is not subject to any undue risk of subsidence, flooding or other environmental hazards;

3.2.3 There is sufficient free space around the site that will be occupied by the Equipment 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 Equipment on a grassed area may result in damage or discolouration of the grass beneath, owing to the lack of sunlight and water. We accept no responsibility for such damage.

3.2.4 There is access to a water supply and an outdoor socket or suitable power supply compliant with current UK regulations.

3.2.5 There are no utilities, pipes, cables, conduits or any other equipment buried less than 1m underground. We will not be liable for any damage done to any of the above in this event, or if you supply incorrect information).

3.2.6 On delivery and collection, you must ensure that the location is free of all obstacles, debris, people and animals that may obstruct or delay our installers.

3.3 It is your responsibility to ensure that you have obtained any necessary permits or authorisations (such as from landlords or local authorities) in advance.

3.4 We will ask for a copy of your identification and proof of address when delivering the Equipment. If you are unable to provide this, or are unable to comply with any of your obligations set out in clause 3.2, we may treat the Booking as cancelled. Please refer to clause 7.4 for further information.

3.5 Throughout the Hire Period, you must ensure that you and any other person using the Equipment does so only in accordance with these Terms and Conditions and our “Summary of Key Points” document. The behaviour of anyone using the Equipment is your responsibility.

### 4. Hire Period

4.1 The requested Hire Period will be set out in your Booking and confirmed in our Booking Confirmation.

4.2 Unless it is expressly stated otherwise, the Hire Period begins and ends at the times and dates shown in our Booking Confirmation.

4.3 You may extend the Hire Period only with our written confirmation, subject to availability and the agreement of additional costs.

### 5. Deposit

5.1 When making your Booking, you will be required to pay a Security Deposit of £80 to cover damages, breakages or extra cleaning that may be required. We will retain the Security Deposit in full or in part if any Equipment or

- any part of it is not returned, or is lost, stolen or damaged in any way.
- 5.2 We reserve the right to request a higher Security Deposit for any reason, at our discretion, and will notify you of this at the time of Booking.
- 5.3 The Security Deposit will be returned to you within 7 days of the end of the Hire Period provided you give us the information we require in order to do so, minus any applicable deductions, which will be fully itemised.
- 6. Booking Fees and Payment**
- 6.1 The price for the Booking will be as set out on our website ([www.bubshire.com](http://www.bubshire.com)) and will be confirmed in the Booking Confirmation.
- 6.2 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.
- 6.3 You must make payment of the Security Deposit at the time of Booking, to secure the dates.
- 6.4 The payment for the Booking is due no later than 3 days prior to the start of the Hire Period, unless otherwise agreed. If the Booking is made within 3 days of the start of the Hire Period, you will need to pay in full at the time of making the Booking.
- 6.5 All prices include VAT, where applicable.
- 6.6 All payments due are to be made in pounds sterling, without any set-off, withholding or deduction.
- 7. Changes and Cancellations**
- 7.1 You may change your Booking at any point up until 14 days before the start of the Hire Period. We will confirm all changes in writing. We will use reasonable endeavours to accommodate your request, but all changes will be subject to the availability of Equipment. If the price has increased as a result of the changes to your Booking, you will need to pay the additional costs before the changes can be confirmed.
- 7.2 If you are not a Consumer, you will not be entitled to cancel or reschedule the Booking once we have sent the Booking Confirmation.
- 7.3 If you are a Consumer, you may cancel or reschedule the Booking at any time before the start of the Hire Period subject to the following:
- 7.3.1 For Bookings cancelled within 24 hours of making the Booking, there will be no charge and your Security Deposit and any other sums paid in advance will be refunded in full;
- 7.3.2 For Bookings cancelled or rescheduled after 24 hours of making the Booking, but more than 14 days prior to the start of the Hire Period, we will retain £20 of the Security Deposit and the balance will be returned to you. We may offer to deduct this from a rescheduled Booking provided this is within 6 months of the originally booked date, at our discretion.
- 7.3.3 For Bookings cancelled or rescheduled less than 14 days but more than 3 days prior to the start of the Hire Period, we will retain your Security Deposit in full.
- 7.3.4 For Bookings cancelled or rescheduled less than 3 days prior to the start of the Hire Period, we will retain the Booking fee and no refund will be offered.
- 7.4 We may cancel your Booking at any time if this is due to incorrect information provided by you, or your breach of any of these Terms and Conditions, in which event we reserve the right to remove the Equipment, retain your Security Deposit and/or charge for any costs we may have incurred.
- 8. Delivery, Hire and Collection**
- 8.1 The Hire Period begins at the time and date stated in the Booking Confirmation. The Equipment will be delivered to the agreed 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 the Equipment is undamaged and complete. You should, however, check the Equipment yourself at the time of delivery and if there are any items missing or if there is any visible damage to the Equipment, you should inform our installers immediately. You will be deemed to have accepted the Equipment for hire in good working order, unless we are notified otherwise.
- 8.3 If you discover any damage (pre-existing) or fault with the Equipment during the Hire Period, please stop using the Equipment and inform us immediately. We will use all reasonable endeavours to repair or replace missing items or damaged Equipment. If we are unable to repair it or provide suitable replacements of at least the same quality and value as those ordered, you will be entitled to a full refund equal to the remaining, unused part of the Hire Period. Alternatively, provided the Equipment is safe to use in its damaged and/or faulty state, a price reduction may be arranged.
- 8.4 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.
- 8.5 The Hire Period ends at the time and date stated in the Booking Confirmation. Our installers will arrive at the site to dismantle and collect the Equipment as close to that time as is reasonably possible. Any delays to the dismantling and collection of the Equipment through no fault of our own will be chargeable.
- 9. Ownership**
- 9.1 Risk in the Equipment passes to you once it is delivered to you, and it does not revert back to us until the Equipment is back in our possession or control, regardless of whether the agreed Hire Term has expired. You should ensure that you have adequate insurance to cover any loss or damage to the Equipment and any claims for death or personal injury by anyone using the Equipment, except where this is caused by our negligence.
- 9.2 The ownership, and all rights to the Equipment, will at all times be vested in us and you acknowledge that you have no right, title or ownership in the Equipment.
- 9.3 We reserve the right to inspect, test, replace, repair and repossess any Equipment we own without notice. You agree to grant us access to the site (or any premises at which we reasonably believe the Equipment is being held) for the purpose of inspecting, testing, replacing,

repairing or repossessing any Equipment which we own.

#### **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 the Equipment.
- 10.2 The cost of the loss, damages or other problems will be discussed with you. 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 Equipment is higher than the sum of the Security Deposit, you will be required to pay any excess sum.
- 10.3 We reserve the right to continue to charge for the hire until such time as any payments due under clause 10.2 have been received.
- 10.4 You will not be responsible for any pre-existing damage under clauses 8.2 or 8.3.

#### **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 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.
- 11.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability with respect to your legal rights as a Consumer, where applicable. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please contact your local Citizens' Advice Bureau or Trading Standards Office.

**12. Events Outside of Our Control (Force Majeure):** 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, strike, lock-out or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storm, earthquake, subsidence, act of terrorism or war, epidemic, other natural disaster, or any other event that is beyond our reasonable control.

**13. Complaints and Feedback:** 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. Please inform us as soon as possible in the first instance so that we can endeavour to resolve it. We respectfully request you do not publish negative comments on social media or any review platform before giving us a chance to remedy the issue.

**14. How We Use Your Personal Information (Data Protection):** All personal information we may collect will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016, the Data Protection Act 2018 and any changes to them. For further information on our use of your personal data, please refer to our privacy policy, which is available on request.

#### **15. Other Important Terms**

- 15.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
- 15.3 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.
- 15.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. This will not affect the validity and enforceability of the remaining parts of the Contract.
- 15.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

#### **16. Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions and the Contract between you and us will be in accordance with the laws of England and Wales and 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) will be subject to the jurisdiction of the courts of England and Wales.
- 16.2 If you are a Consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in clause 16.1 above takes away or reduces your rights as a Consumer to rely on those provisions.

#### **17. Membership:**

- 17.1 Membership is limited to Hot Tub hire only. Max duration of a single hire is 10 days. Max number of hire days in a single month is 10 days. Max number of bookings per month is two. Membership does not include Premium Dates (Bank Holiday weekends or Valentine's Day or School Half Term dates), however, Membership entitles the Member to discounts & priority bookings on these Premium Dates. Max number of future bookings held at one time is three with £50 security deposit per booking (deposit amount can vary at the discretion of Bubshire Ltd).

- 17.2 Deposits are non-refundable when booking is cancelled within 14 days of delivery date. Membership includes discounts on other our packages, discount value is subject to change at the discretion of Bubshire Ltd.
- 17.3 Deliveries are limited to one designated property for the home branch. All Bubshire Branches are included in Membership, a Member may book a hot tub at all Branches across the country within which their Membership Branch is located, Member must sign the Rental Agreement to validate the booking if the delivering branch is not the Member's Home branch.
- 17.4 We reserve the right to cancel membership at any time if abuse and misuse and/or risk to the equipment deems cancellation necessary at Bubshire Ltd's discretion. Damage to equipments will be discussed on a need basis, Member will be held responsible for damages and expected to reimburse total cost of damage.
- 17.5 All previously mentioned Hire Terms & Conditions apply to Membership bookings, unless agreed otherwise with us in writing (including but not limited to text, email, or handwritten letter).