

Cotswold Fir Forestry Ltd.
Rental Claus Terms & Conditions

The short bits...

- Keep outside until needed
- Keep away from heat sources
- Water daily
- Do not remove or damage branches and leader
- Remove all decorations after use
- Return promptly
- The rental period begins approximately the first week of December and ends when returned however not later than the first week of January each year subject to adjustment for calendar allowance. We will do our best to accommodate you for varied circumstances
- Your payment is your acceptance of these terms and conditions

The long bits...

Whereas, a contract for rental of a Christmas tree is deemed to have occurred between Cotswold Fir Forestry Ltd. (the Lessor) and the customer (the Lessee) when a Transaction has occurred ('Rental Agreement') or by indication of acceptance at www.cotswoldfir.com website, such as the case may be.

Whereas, a Transaction has occurred when there has been an exchange of funds from Lessee to Lessor and where a receipt has been issued by Lessor ('Transaction')

Whereas, this Rental Agreement is entered into as of the date of the Transaction by and between Cotswold Fir Forestry Ltd.(the Lessor) and the client (the Lessee).

Whereas, the tree is for personal use as a decorative live tree.

Whereas, Lessee is responsible for the care and maintenance of the tree per the Rental Agreement instructions herein

Whereas, the tree details, dates of the rental, pricing shall form part of the Rental Agreement and any variance between the order form and the delivery specifications shall be amended on the delivery or pickup form, such as the case may be.

Whereas, the usual rental period begins during the first week of December (Collection period) and ends the first week of January as indicated (Return period) at the sole discretion of Cotswold Fir Forestry Ltd.

Collection and Return - The Rental Agreement shall begin upon either on the collection day of the tree by Lessee or by delivery day of the tree to Lessee address, such as the case may be, and shall end upon handoff to Lessor staff or upon collection by Lessor, such as the case may be, the receipt of which shall be confirmed by the signature of an authorized Cotswold Fir Forestry Ltd. agent or employee. Where a return tree is being collected by Cotswold Fir Forestry Ltd. and the Lessor has not made the tree available then Cotswold Fir Forestry Ltd. at its option may deem that the contract has been broken and retain the deposit.

Rental Instructions

Lessee shall:

1. immediately on delivery, inspect the tree and notify the Lessor of any damage.
2. be responsible for the care and maintenance of the tree during the term of the Rental Agreement.
3. place on a tray on a sturdy floor surface
4. store the tree in a cool environment or outdoors until you are ready to use it
5. store the tree away from heat and heat sources
6. not misuse the tree - the tree shall be used for its intended use only which is as a "Decorative Christmas Tree".
7. not cut, trim, crimp branches, shorten the leader or base, abuse, nor subject the tree to abnormal or hazardous conditions and risk.
8. take all necessary precautions during the rental use of the tree to protect the tree from damage.
9. water the tree daily and as necessary to maintain optimal health.
10. maintain the tree in an optimal environment
11. decorate the tree with care. i.e. LED lights are less likely to damage the tree
12. at the end of the rental term remove all decorations and return promptly

During the Rental Agreement period the Lessee shall bear any and all risk of loss and/or damage to the tree. Upon return or collection, such as the case may be, damage shall be assessed. Lessor at its sole and exclusive discretion may demand that the Lessee fully purchase the tree in lieu of damages to the tree. The purchase price of which is as agreed below.

Damage includes, but is not limited to, one or more of the following;

- loss or theft
- failure to return by the agreed date
- under or over watering

- accidental or malicious damage to the tree, its roots or its container
- pruning, sheering, cutting, drilling
- exposure to excessive heat, including damage from lights
- exposure to a heating duct, direct exposure to a heater, fire
- candle wax, flock or spray on the tree

Payment - The Lessee shall pay fully in advance for the tree rental.

Security deposit - The Lessee shall provide Lessor with a security deposit in an amount equal to the purchase price of the tree, less the rental cost portion. The security deposit shall be final. Lessee and/or charge card holder waive all rights to dispute charges with credit/charge company and agree to resolve disputes as if the charges were made as cash payments. In the event that the credit/charge company fails to honour Lessor charges for any reason or if the credit charge or credit available shall be insufficient to cover the claims of the Lessor under this agreement then the Lessee shall remain absolutely liable for the full amount of claims plus the costs of claims. Security deposits will be released after Lessor inspection of the tree for damage or loss and only on approval of 'no claims' by Lessor.

Indemnification - The Lessee agrees to defend, indemnify, save and hold harmless the Lessor against any claim, liability, loss, costs, damages, expenses or demands arising directly or indirectly the Lessor, its agents, servants, contractors, representatives, guests, invitees or customers. The Lessor is not responsible for any damage to the Lessees property or person resulting from the Lessees use of the tree.

Title and Ownership - This agreement constitutes a lease and not a sale of a tree. No part of the rental payments made under this agreement shall be deemed payment towards the purchase of the tree. The Lessee specifically acknowledges the Lessor has superior title and ownership of the tree and must keep the tree free of all liens, levies and encumbrances.

Surrender upon expiration under this agreement; the Lessee shall return the tree to the Lessor in the same condition as at the delivery to the Lessee, ordinary growth accepted.

Photos - The Lessee may submit photos of the tree to the Lessor. Once submitted, all photos become the property of the Lessor and may be displayed or used by the Lessor for any purpose. The Lessor will not be able to return any photos once submitted.

Other provisions:

- If any provision in this agreement is held invalid, illegal or unenforceable, the remaining provisions will in no way be affected or impaired.
- If the Lessee fails to return the tree by the return date specified the Lessee is liable for the purchase price of the tree
- This agreement shall be binding upon the parties, their successors and assigns

This contract is made under the law of England and any court proceedings must be in the English courts. If you are a consumer in Scotland, Wales or Northern Ireland, we will accept your local law and courts. Enforcement of a court order may be done in any law or court system that is relevant.