

# Terms and Conditions



These Terms and Conditions are the standard terms of hire from Green Farm Power, a Partnership whose office is Green Farm, The Green, Urchfont, Devizes, Wilts, SN10 4RB.

## 1. Definitions

1.1. In these Terms & Conditions, the following definitions apply:

“Agreement/Contract”	means the Agreement between You and Us to carry out the works of which these terms form a part.
‘Equipment’	means the items of plant, machinery and equipment listed in the Quote, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
"Hire Charge"	means the amount payable by You to Us as specified in the Quote
'Parties'	means You and Us, and 'Party' shall mean either one of us
‘Period of Hire’	Is the period between the delivery / installation and the collection / dismantling of the Equipment, as agreed, and documented, in the Quote.
“Quote”	means our letter or other communication to You setting out the details of work to be undertaken and price of the requested works
“Us/We/Our”	means Green Farm Power and includes all employees and agents of Green Farm Power.
“Writing”	includes electronic mail and comparable means of communication.
“You/Your”	means the Hirer; the person/company (including their employees, agents or assigns), organisation for whom We carry out work or supply materials.

## 2. Acceptance of Works (The Contract)

- 2.1. Any Quotation given by Us shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 2.2. These Terms & Conditions and any Quotation provide by Us constitute the entire Contract between You and Us.
- 2.3. An Agreement between the parties will not be formed (start date) until We have confirmed Your booking and receipt of the booking Fee.
- 2.4. Due to the unique nature of every job, specific terms and conditions may apply to a contract. These will be included with our Quotation and highlighted to You.
- 2.5. Any illustrations, descriptions, imagery either displayed on Our website, in marketing materials (both offline and online), price lists or other are intended merely to present a general idea of works and services provided by Us. No part of these shall form part of any contract.
- 2.6. These Terms & Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

### **3. Hire Periods**

- 3.1. All dry hired equipment must be returned or made available for collection at or before the time agreed. For each day or part day it remains outstanding You will be charged the daily hire rate for each outstanding item, or the total of consequential losses attributable to its late return.
- 3.2. Should any extension to the hire be required You must apply to Us before the end of the agree Period of Hire for such an extension. We are not obliged to extend the hire period.
- 3.3. All equipment remains Our property throughout the hire period.
- 3.4. We are entitled to remove any equipment which We believe is in danger of causing injury to any person(s) or may become damaged due to misuse.

### **4. Delivery and Installation**

- 4.1. Delivery of the Equipment shall be made by Us at Your cost, unless stated otherwise in the Quote. We shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties.
- 4.2. It is Your responsibility to ensure that the site is available, in a suitable condition and has access for commercial vehicles at the time agreed for delivery.
- 4.3. Unless otherwise stated in the Quote, we will install and test the equipment supplied at the site, to relevant British Standards.
- 4.4. We leave Our installation safe and tested. If, after installation You plug in any additional equipment or alter the installation in any way that causes it to trip/overheat etc, and We have to return to site to rectify, additional charges will be incurred.
- 4.5. Where a delivery or collection cannot be completed because of a lack of access at the venue You shall still be liable for all agreed charges and for any additional costs incurred completing the delivery or collection.
- 4.6. It is Your responsibility to provide the company with the location of any underground services (gas, water, electricity etc) that could be damaged by fixing spikes. You will be responsible for any costs associated with the repair to unmarked/unidentified services and associated costs relating to their interruption resulting from not being identified to Us.
- 4.7. If extreme weather is forecast during the hire period, We have the right to decline the installation and use of the Equipment. This is for the safety of all concerned. A decision will be taken no earlier than 24 hours before the delivery date, most commonly on the day.

### **5. Prices and Payment**

- 5.1. The Price as stated in the Contract does not include Value Added Tax ("VAT"). VAT will be charged at the prevailing rate. Our VAT number is GB 330209547. All payments are due in Pounds Sterling.
- 5.2. Unless otherwise agreed and booking fee equal to 20% off the total Hire Charge is payable to confirm the booking. The remaining 80% is payable two (2) weeks before the event date. You will be issued invoices at these times and all invoices are payable within fourteen (14) days of the invoice date.
- 5.3. Additional charges may be applied for travel, accommodation and subsistence depending on the location where the equipment is to be provided and the Term of this Agreement. All additional charges will be agreed with You in advance.

- 5.4. Our preferred method of payment is by BACS/Faster Payment. Our bank details are on Our Invoice.
- 5.5. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved You remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 5.6. If payment of the price or any part thereof is not made by the due date, We may:
  - 5.6.1. Cancel the Contract or suspend any further provision of the Equipment Hire to You with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Equipment Hire,
  - 5.6.2. Charge interest at the rate of 10% per annum on the unpaid amount.
  - 5.6.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to You. We shall be entitled to submit such reminders on a weekly basis once the fees have become overdue.
  - 5.6.4. Seek to recover all costs reasonably incurred by us in collecting payment of any overdue invoices from you.

## **6. Your obligations**

- 6.1. You will ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet any requirements set out or referred to in the Quote, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with all operating instructions.
- 6.2. You are responsible for any loss or damage to equipment including any packaging supplied, from the time of sign off the safety check list / delivery note and We have left site. Responsibility reverts to Us when We return back to site for collection, or a specific date and time agreed in writing prior to the period of hire.
- 6.3. Any equipment found damaged or missing during the hire period will be repaired or replaced at Your expense. No items or objects should be stuck to, fixed to, or suspended from any of the Equipment. If tape is used anywhere on the Equipment a minimum charge of £50 may be levied for cleaning any residue.
- 6.4. We cannot be held responsible for any injury or damage sustained by the public in or around the equipment during the hire period. Under no circumstances should You alter or tamper with any electrical appliance or power leads following installation. This includes extension cables. You should not “plug in” any electrical appliance or power lead to existing extension cables without first discussing this with Our representative as this can lead to mains power being overloaded resulting in tripped fuse boxes.
- 6.5. If Our performance of any of Our obligations in respect of the work is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (Customer Default):
  - 6.5.1. We shall, without limiting Our other rights or remedies, have the right to suspend performance of the work until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays Our performance of any of Our obligations;
  - 6.5.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay in performing any of Our obligations as set out in this clause 6.3; and
  - 6.5.3. You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

## **7. Warranties**

- 7.1. We warrant that all Equipment is installed and set up to manufacturers guidelines, British Standards BS7909 & BS7671 where relevant. and is safe and fit for purpose and 'normal' use. Where required, installations are signed off by competent persons.

## **8. Notice of Your Statutory Right to Cancel (Individuals only)**

- 8.1. If You are an Individual (consumer) you have a statutory right to cancel this contract within fourteen (14) calendar days starting on the day you accepted our estimate.
- 8.2. You should send your cancellation notice to Us in writing via post or email.
- 8.3. Notice of cancellation is deemed to be served as soon as it is posted/sent.
- 8.4. If You have request that the Period of Hire starts during the fourteen (14) day cancellation period and subsequently wish to cancel, You shall pay Us an amount which is in proportion to period of time until You communicated your cancellation from this contract, in comparison with the full coverage of the contract. A right to cancel will be lost if The Period of Hire is started and completed within the fourteen (14) day period.

## **9. Cancellation for Businesses, and Consumers after 14 days**

10. For businesses, and individuals after the fourteen (14) day period, cancelling an order will incur the following charges to cover reasonable expenses incurred:
  - 10.1. More than four (4) weeks to the period of hire – 25% of the total hire charge
  - 10.2. Between two (2) and four (4) weeks before the period of hire – 50% of the total hire charge
  - 10.3. Less than two (2) weeks before the period of hire – 75% of the total hire charge

## **11. Right of Termination**

- 11.1. We reserve the right to terminate the Contract with immediate effect in the event of any of the following:
  - 11.1.1. that You become insolvent or enter into some form of insolvency arrangement.
  - 11.1.2. that You suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of Your business.
  - 11.1.3. that You (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation.
  - 11.1.4. that, in Our opinion, Your financial position deteriorates to such an extent you're Your capability to adequately fulfil Your obligations under these Terms has been placed in jeopardy.
- 11.2. If either party breaches a material provision under this contract, and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting party may terminate this contract immediately and require the defaulting Party to indemnify the non-defaulting party against all reasonable damages.
- 11.3. All notices of termination of the Contract should be submitted to the other Party in Writing.

## **12. Consequences of Termination**

- 12.1. On termination of the Contract for any reason:
  - 12.1.1. You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;

12.1.2. You shall return all of Our Equipment. If You fail to do so, then We may enter Your premises and take possession of it. Until it has been returned, You shall be solely responsible for its safe keeping and will not use them for any purpose not connected with this Contract;

12.1.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

12.2. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### **13. Limitation of liability**

13.1. If We fail to fulfil any terms of this contract Our liability is limited to the refund or cancellation of the hire charge. We shall not be liable for any indirect, special or consequential loss or damage. Any loss or damage caused by Us, Our employees or agent shall not exceed the amount of the hire charges.

13.2. We accept no responsibility for the damage or injury to any property/persons by any of Our Equipment unless the damage or injury has occurred due to wilful neglect on our part.

13.3. This condition does not apply to death or personal injury caused by negligence or losses arising out of fraudulent misrepresentation by Us.

13.4. This indemnification will survive the termination of this Agreement.

### **14. Events Outside of Our Control (Force Majeure)**

14.1. We will use all reasonable efforts to carry out and complete the works on time but shall not be liable to You or any third party if the works prove impossible due to events or circumstances beyond Our reasonable control, including without limitation acts of God, explosions, terrorism, strikes, lockouts or other industrial disputes, default or delays of suppliers or sub-contractors, breakdown of plant or machinery or any other acts, events or omission beyond Our reasonable Control.

### **15. Data Protection**

15.1. "Data Protection Legislation" refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.

15.2. All personal information that We may collect (including, but not limited to, Your name, postal address, email address and telephone number) will be collected, used and held in accordance with the provisions of Data Protection Legislation as defined in clause 15.1.

15.3. How We collect, use, and store Your personal information is set out in Our privacy policy.

15.4. In certain circumstances, and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in clause 10.1 and should use and hold Your personal information accordingly.

15.5. We will not pass on Your personal information to any other third parties for marketing purposes without first obtaining Your express consent.

15.6. We may take photographs for Our own promotional use, they may appear on Our social media sites and Website and by agreeing to these conditions You have given Us permission to do so, We will own and retain copyright of any image taken but will happily share with You.

### **16. Complaints, Communication and Contact Details**

16.1. If You wish to contact Us with questions, or to make a complaint, please contact Us by telephone 07968 824213 or by email at [power@greenfarmltd.com](mailto:power@greenfarmltd.com)

16.2. We strive for excellence in all our work. If you are not satisfied in any way, please contact us as soon as possible. We would appreciate every opportunity to resolve any dispute amicably.

## 17. Other Important Terms

17.1. In the event that any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

17.2. The Contract between You and Us for the Works shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by You, without Our prior written consent.

17.3. No failure or delay by Us in exercising any of Our rights under this Contract means that We have waived that right, and no waiver by Us of a breach of any provision this Contract means that We will waive any subsequent breach of the same or any other provision.

17.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.5. A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.6.

## 18. Governing Law and Jurisdiction

18.1. This Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

### Green Farm Power

### The Customer

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*Signature*

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*Signature*

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*Print Name & Title*

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*Print Name & Title*

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*Date*

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*Date*

**MODEL CANCELLATION FORM (for Individuals Only)**

To Green Farm Power, Green Farm, The Green, Urchfont, Devizes, Wilts, SN10 4RB.

I/We\* hereby give notice that I/We\* cancel My/Our\* contract of sale for the provision of Goods and Services.

*\*delete as appropriate*

Date of Order	
Project Details	
Customer Name	
Address	
Signature	
Date	

Print off and send this form to Green Farm Power, Green Farm, The Green, Urchfont, Devizes, Wilts, SN10 4RB, or scan it and email it to [power@greenfarmltd.com](mailto:power@greenfarmltd.com)

Alternatively, You can just e-mail Us with Your cancellation request, including Your name and address details.