





Complete the form, Sit back and let the team At Funky Yukka do the rest!

1- Choose Your Colour Scheme

Christmas Candy		Helix	4	Regal Gold		
Cranberry		Blue Burst		Sugar Plum Pink		
Crystal Ice		Merry and Bright		Traditional		
Festive Blue	A	Purple Lustre		Winter White		
Gilt Edge	A	Red Delight	A	Custom Design	Please give details below	

2- Choose Your Tree

Size	Price	Qty	Artificial	Live	Total £
7ft	£550				
8ft	£625				
10ft	£830				
12ft	£1150				
15ft	£1780				

If you would like a custom design, please give details below and we will do our best to work our magic

3- Choose Your Co-Ordinating Accessories

Item	Price	Qty	Total £
9ft Garland - Dressed Only	£180		
9ft Garland - White Lights & Dressed	£205		
Double Sided Garland Surcharge	£70		
16" Wreath	£110		

4- Please Indicate Where Your Garland Will Be Positioned Top of Reception Desk

.	lop of Reception Desk	
	Free Hanging	
	Twisted Around Pillar / Banister	
	Other - Please Specify	

5- Choose Your Preferred Delivery Week

20/11/2023 - 24/11/2023	27/11/2023 - 01/12/2023	04/12/2023 - 08/12/2023	

Invoice Details

Contact Name	
Total Value of Goods (exc VAT)	
PO Number & Date	
Company Name	
Address	
Town	
Postcode	
Contact Number	
Email	
Authorising Signature	

Delivery Details (if different to invoice)

Contact Name	
Address	
Town	
Postcode	
Contact Number	
Authorising Signature	
Delivery Details / Special Instructions	

Collections will take place between 2nd and 12th January 2024

www.funkyyukka.co.uk call 0800 587 46 72

Stafford Milton Road Bradley Stafford ST18 9EA
London 86-90 Paul Street London EC2A 4NE



- <u>Our Terms and Conditions</u>
 We are Fosters Foliage by Design Limited trading as Funky Yukka and Christmas Tree Rentals.
 You are the individual or business named in the quotation or online order.
- 2. 3.
 - These Terms and Conditions set out our obligations to you and your obligations to us which we refer to as the Agreement when you buy or hire Christmas Displays and equipment from us. Other definitions
 - These are the meanings of terms which we use:
- These are the meanings of terms which we use:
 The start date is when the period of hire begins.
 Hire Period means the period of hire set out in the Decorations Schedule or usually 15th November to 15th January or any other agreed dates.
 Interest is a payment calculated at 4% above the base rate of HSBC Bank plc compounded on each rental payment day.
 Rental payment for the Hire Period means the sum set out plus vat.
- 5. 6. 7. 8.
- Christmas Displays includes the Tree, Decoration, Lights, Parcels, Stands, Electrical equipment and any other related item described in the quotation which you have accepted or any other equipment used to provide the Christmas
- Supply of Christmas Displays shall be acceptance of such agreement. By accepting our quotation via email, Telephone, Fax, Purchase Order, Order Form, Online ordering through www.christmastreerentals.co.uk or by any other means you are accepting the terms and conditions within this agreement as stated below. 9.

<u>Purchase</u> If you are purchasing Christmas Displays from us then:

- We shall do our best to deliver these to you within the period or by the dates stated; but we shall not be liable to you if we are unable to meet this date (in legal terms time is not of the essence); and in exceptional circumstances we may be unable to deliver the Christmas Displays to you at all for reasons beyond our control in which case our obligations to you will cease (in legal terms this is force majeure).
 Title to any Christmas Displays sold shall remain vested in the company and shall not pass to the customer until the purchase price for the goods sold has been paid in full and received by the company.

 Cancellation 10.
- 11.

- 14. 15.
- If you cancel your order 28 days before the date by which we are due to deliver your Christmas Displays to you we may charge up to 50% of the price of the Christmas Displays.

 If you cancel your order 14 days or less before the date by which we are due to deliver your Christmas Displays to you we may charge up to 80% of the price of the Christmas Displays.

 All hire charges quoted are per week/per month/agreed hire period and no reductions, exchanges, alternate hire period and swill be made after the commencement of the chargeable period.

 Any reductions in quantities will be subject to the following alteration fees: Alteration received more than 28 days before the event: 50% of the reduction of the invoice value. Alteration received within 14 days of the event: 80% of the reduction of the invoice value.
- 16. In the event of goods being returned before the specified due date, no refunds will be issued.
- Hite Event of goods assigned the Hite You will make the rental payments in advance. Payment terms are 30 days from date of invoice for existing account customers. Payment terms are immediate for new customers.
- 20.

- 21. 22. 23. 24. 25. 26. 27.
- 28. 29.
- Payment terms are immediate for new customers.
 You will pay interest upon any late payments.
 If you are hiring Christmas Displays then during the period of the Agreement between us We may send a representative to inspect the Christmas Displays at intervals which we believe to be right for this purpose.
 You will not move the Christmas Displays without obtaining our prior agreement.
 You will not deal with the Christmas Displays as though you are an owner, or lend or rent them out to another.
 Additional charges for non standard deliveries may be applicable if site access is restricted or an out of hour's delivery is required without giving prior notice.
 It is your responsibility to ensure that the company is given adequate access during both delivery and collection of the Christmas Displays, and to ensure that the Christmas Displays are available for collection at the specified time.
 Any parking penalties or other costs incurred during delivery and/or collection will be the responsibility of the customer and thus all such charges will be billed to the customer.
 Any delays caused by the customer during delivery and/or collection which then necessitate additional journeys will be subject to additional charges.
 We will make every effort to deliver and collect goods at the times specified by the customer, however it will not, under any circumstances, accept liability for any expense borne by the customer for any delay in delivery or collection.

 In the event of a delay in collection, the customer is reminded that they are responsible for the safekeeping of the Christmas Displays.

 We may where stated supply Christmas Displays with lights unless specified otherwise. All our lights will be new or visually inspected prior to delivery and will be in good working order. In the unlikely event of lights failing we will make every effort to replace them. every effort to replace them.
- Unless stated and specifically requested Christmas Displays are not Fire Retardant.
- We may replace lights at our discretion where the failure of the lights is deemed to have been caused by us. 33.
- 35.

- 38. 39.
- We may replace lights at our discretion where the failure of the lights is deemed to have been caused by us.

 We may offer replacement at a time suitable for us.

 You will provide where required within a 1 meter distance a safe 240v electrical supply with all necessary protection for both the device and the electrical system as a whole.

 RCD's are recommended and are available at an additional cost. You will provide where required power to the base of the Christmas Decorations

 We may supply additional electrical extension leads at an additional cost. We will not be responsible for any hazards which may arise from the chosen location you have decided to site the Christmas Decorations.

 You are aware that Real trees (live cut trees) and Live trees including 'Eco Christmas trees' are a natural product and are influenced by the conditions in which they are kept.

 We recommend artificial trees over live cut trees. Live cut trees shall only look aesthetically appealing for up to a week, after this time the tree may start to drop needles and lose its aesthetic appeal. Upon installation the cut tree is no longer alive and out of its natural surroundings. Therefore the natural process of deterioration of the tree is agreed acceptable at the point of order.

 Hanging of garlands and lights is subject to suitable fixings and pre-agreed locations throughout the site. Further information on hanging, working heights and ideal placement must be provided prior to delivery. Please note hanging of Garlands is only available where existing fixings or mountings points are supplied. Every effort will be made to provide an aesthetically pleasing even and consistent hanging display however should fixings not allow this garlands and wreaths will be fixed to the nearest available point.

 We will choose at our discretion what action, if any, will be taken in the event of needle drop or other physical deterioration in the tree.

 Risk assessments and method statements for Christmas Decorations may be subject to change. 40.
- 42. 43.

- 44. 45. 46. 47.
- All photographs are for illustration purposes and decorations may be subject to change.

 The company reserves the right to substitute alternative goods of a comparative or superior quality subject to availability.

 The Agreement will be for the Hire Period.

 When the Agreement has not been ended within the Hire Period it will continue until either you or we give notice in writing.

 A notice to end the Agreement under must be given by postage paid recorded delivery and shall be regarded as properly given if the Royal Mail records receiving the recorded delivery mail; and the mail is addressed to the address of the receiving party shown on the quotation which you have accepted. 48.
- 49.
- To you damage the Christmas Displays then we shall replace these but we shall charge you. In this case you will be required to make payment as soon as we give you our invoice. Any breakages, damages, or losses which occur after installation will be the responsibility of the client and will be charged separately. Christmas Displays remain property of Funky Yukka.

 The company shall be relieved of its obligation to perform any contract to the extent that the performance is prevented by failure of the customer, fire, weather conditions, industrial dispute, labour disturbances, or by any other cause beyond the reasonable control of the company.

 No employee of the company, whilst in the course of his her duties, shall be held separately or individually responsible under any circumstances whatsoever for any liability for loss, damage or other default outside his or her reasonable control.
- Christmas Tree Rentals may take photos of the Christmas Displays in situ. These images will be used by Christmas Tree Rentals to share news about the services Christmas Tree Rentals offer, and to publicise our services. Images may be used in press releases, printed publicity and published on Christmas Tree Rentals website and social media. If you would prefer for your Christmas Displays not to be photographed, please contact us. If you would like to see your images, or would like us to delete them, please email info@christmastreerentals.co.uk at any time. 51.
 - When we can end the Agreement
 We can also end the Agreement if you
 Are late making payments

 Are in breach of your obligations and w
- Are in breach of your obligations and you fail to put this right immediately or if it is not possible to do so immediately fail to do so within 28 days of our giving you written notice requiring you to do so.
- Are in preach or your ooilgations and you tail to put this right immediately or it it is not possible to do so immediately fail to do so within 28 days of our giving you written notice requiring you to do so.

 Being an individual you become insolvent or have a bankruptcy order made against you or suffer filling of a petition in bankruptcy or make any arrangement or composition with creditions or take or suffer any similar action in consequence of a debt or suffer distress or execution to be levied or threatened on any of your property or where you are a company you become insolvent by reason of the inability to pay debts as they fall due or go into liquidation whether voluntary or compulsory other than for the purpose of a solvent reconstruction or analgamation or shall make any arrangement or composition with your creditors or shall have a Receiver appointed of all or any part of your assets or you take or suffer any similar action in consequence of a debt or suffer distress or execution to be levied or threatened on your property.

 Consequences of our ending the Agreement

 You will pay to us as a greed compensation, which we believe to be a genuine estimate of our loss, an amount equal to Any arrears of Rental Payments to the date that the Agreement is ended; and

 Interest unon the arrears and interest unon the amount if this or any part of it is not paid by the date on which the Agreement could have property been ended and you have returned to us the Christmes Displayers of the page of the

- Interest upon the arrears and interest upon the amount if this or any part of it is not paid by the date on which the Agreement could have properly been ended and you have returned to us the Christmas Displays or, if we agree, allowed us to collect the Christmas Displays.
- Tourismore that you have in place adequate public liability insurance in respect of the Christmas Displays during the Agreement. You will indemnify us and keep us indemnified from and against loss or damaged caused by or to the Christmas Decorations during the Hire Period.

 This was a linear to the Christmas Displays for whatever reason, the customer will be responsible for the full replacement value of these goods. It is the customer's responsibility to arrange insurance 58.
- 59. against such risk. Full details of replacement values can be obtained upon written request.
- 60. We will not be liable for any loss or damage actual or anticipated, which may arise out of or in connection with the Christmas Decorations, including loss or damage suffered by a third party. This includes any damage to carpets from vater spillage or leakage from any containers supplied by us.
- laive do not enforce any of the terms of this Agreement at any time or for any period of time this will not amount to our waiving the right to do so later. 61.
- Supersedes the prior Agreement
 This Agreement supersedes any prior Agreement about the same Christmas Displays between you and us, whether written or spoken, and any prior Agreements are cancelled at the start date. 62.
- Notices
 All notices to be given under this Agreement shall be in writing delivered personally or sent by first class mail, facsimile or email and shall be deemed duly served. 63.

- In the case of a notice delivered personally at the time of delivery;
 In the case of notice sent by first class pre-paid post 2 clear business days after the date of dispatch.
 In the case of a facsimile or email if sent during normal business hours then at the time of transmission, otherwise on the next following business day.AND each notice shall be addressed to the address stated in the quotation which you have accepted but if that address has changed and the change has been notified to the sender then to the changed address. Right to assign
- We may transfer this Agreement and our rights under it to another. You may not do so without our prior permission, which we shall not withhold unreasonably. We may require you to pay any costs which we incur as a result of your 67

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