



Simply scan and email this form back to [info@funkyukka.co.uk](mailto:info@funkyukka.co.uk) to complete your order, or fill in and fax back to 01785 780847. Then sit back and let us do all the hard work!

**1. Choose your Tree Size...**

Size	Artificial Price	Qty	Live Price	Qty	Total (£)
6ft	£345		£390		
7ft	£405		£450		
8ft	£475		£520		
9ft	N/A	N/A	£570		
10ft	£650		£695		
12ft	£875		£920		
15ft	£1495		£1595		

**2. Choose your Colour Scheme... please tick**

Colour	Colour	Colour
Amber Jewel	Golden Charm	Regal Gold
Au Naturelle	Helix	Sapphire Haze
Cranberry	Icicle Burst	Starburst
Crystal Ice	Opulent Diamond	Traditional
Exotic Pearl	Pearly White	Twitter
Festive Blue	Purple Lustre	Yuletide Lilac
Festive Lime	Red Delight	Winter White
Gilt Edge	Tropical	

**3. Choose your Co-Ordinated Accessories ...**

Item	Price	Quantity	Total (£)
9ft Garland - plain (no lights, no decorations)	£85		
9ft Garland - white lights only	£95		
9ft Garland - dressed only	£110		
9ft Garland - white lights & dressed	£125		
16" Wreath	£75		
Reception Deskbowl	£60		

**4. Choose your Delivery Date... please tick**

12/11/18 - 16/11/18 ( )
19/11/18 - 23/11/18 ( )
26/11/18 - 30/11/18 ( )
03/12/18 - 07/12/18 ( )

**5. Fill in your invoice and delivery details**

Invoice Details	
Contact Name	
TOTAL Value of Goods Ordered (exc. VAT)	
PO Number & Date	
Company	
Address	
Town	
Postcode	
Phone Number	
Email	
Authorising Signature	

Delivery Details (if different to invoice)	
Contact Name	
Company	
Address	
Town	
Postcode	
Phone Number	
Email	
Delivery Details/Special Requirements	

I agree to the below terms & conditions. By sending this form back to Funky Yukka I wish to proceed with the above order and I am duly authorised to enter into this Agreement on behalf of the Hirer/Purchaser. I hereby agree to pay the stated Rental Payment (+ VAT) immediately. All card payments will incur a 3.5% charge.

#### Our Terms and Conditions

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. 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:

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.

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 Displays.

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](http://www.christmastreerentals.co.uk) or by any other means you are accepting the terms and conditions within this agreement as stated below.

#### Purchase

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).

#### Cancellation

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.

#### Hire

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 give us access at reasonable times to inspect and attend to the Christmas Displays.

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.

You will pay interest upon any late payments.

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.

We may where stated supply Christmas Displays with lights unless specified otherwise. All our lights will be new or PAT tested 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.

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 installation and removal can be supplied upon request.

All photographs are for illustration purposes and decorations may be subject to change.

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.

If 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.

#### 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 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. Being an individual you become insolvent or have a bankruptcy order made against you or suffer the filing of a petition in bankruptcy or make any arrangement or composition with creditors 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 amalgamation 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 agreed 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 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.

#### Insurance

You will ensure 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.

We will not be liable for any loss or damage actual or anticipated, which may arise out of or in connection with Christmas Decorations by you, including loss or damage suffered by a third party. This includes any damage to carpets from water spillage or leakage from any containers supplied by us.

#### Waive

If we 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.

#### 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.

#### 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.

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 request.



**Call 0800 587 46 72**

Funky Yukka • Milton Road • Bradley • Stafford • ST18 9EA

"funky yukka" is a trading style of Fosters Foliage by Design Ltd. Directors: D Foster, R. Foster, D.Foster BA (Hons)

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**[www.funkyyukka.co.uk](http://www.funkyyukka.co.uk)**