



**Adventure Bairns**

Your Adventure, Our Prams

## **Terms & Conditions**

When hiring through Adventure Bairns you are agreeing to enter into a binding contract with Adventure Bairns, made up of your Hire Agreement and these Terms and Conditions (together the "Agreement").

### **Definitions:**

**Payment Date** means the date which you have leased the Equipment for hire. Payment is made through Wix payments and/or Paypal upfront.

### **Cancellation Charge**

Cancellation is free of charge if cancelled 3 full days before the collection/delivery date.

If cancelled 2 full days before the collection/delivery date then 50% will be refunded.

If cancelled within 1 day, the full cost will be charged and no refund will be provided.

\*For the purposes of this Agreement a full day is defined as 9am-3pm Monday to Sunday. Any orders created outwith these times, will be counted being ordered on the next working day.

### **Amending your booking**

If you would like to amend your booking date/time, please get in touch and we can arrange this if the date/times are available. Amendments can be made up until 48 hours prior to collection/delivery. Amendments made within 48 hours of collection/delivery may not be able to be accommodated and will incur an administration fee of £10 if they can be accommodated.

### **Minimum Hire Period**

The Minimum Hire Period is the time you choose to rent the Equipment for. You select this timeframe at checkout and is confirmed in the confirmation email you receive upon completion of the transaction.

Each item of Equipment has a minimum Hire Period of 2 days.

### **The Platform**

Means the Adventure Bairns website at [www.AdventureBairns.co.uk](http://www.AdventureBairns.co.uk).

## **The Terms of Use:**

### **Changes to the terms**

We may revise these Terms and Conditions from time to time but the most current version will always be on our website, [www.adventurebairns.co.uk](http://www.adventurebairns.co.uk)

### **The Lease**

Adventure Bairns is leasing you equipment in accordance with the terms set out in this Agreement. You agree to uphold your obligations of any Hire Agreement which you commit to on the website. If you enter into a Hire Agreement you are obliged to pay your hire costs upfront. Adventure Bairns has the right to cancel a contract and refund the payment before dispatch of the goods if they decide that the customer has not met their minimum verification requirements or if the Equipment is out of stock. The Lease commences on the date agreed to collect/deliver, but terms of the contract commence upon purchase.

### **Ownership**

Commencement of a Hire Agreement does not constitute a change of ownership of the goods Adventure Bairns to the customer. The equipment is not to be used as security in any manner. You will only use the equipment as it was intended to be used in conjunction with the manufacturer's and Adventure Bairns instructions.

**Equipment Condition:** All Adventure Bairns Equipment is carefully selected and maintained to ensure they are safe, clean, and fully functional. As part of our commitment to sustainability, many items of our Equipment is gently used. This means you may notice small signs of wear, but nothing that affects safety, performance, or overall appearance.

**Wear and Tear:** Reasonable wear and tear is expected during the Hire Period. This includes minor cosmetic scuffs or signs of use that naturally occur with careful handling. Excessive damage, neglect, or misuse may result in repair or replacement charges, as outlined in our Hire Agreement.

**Equipment Colours:** While we make every effort to display product colours accurately on our website, we cannot guarantee that the colour you receive will exactly match what is shown. Variations may occur due to lighting, screen settings, or stock availability. By renting with Adventure Bairns, you acknowledge and accept that the Equipment delivered may differ in colour from the images provided.

**Packaging:** Equipment delivered to you/collected by you in a box or packaging must be returned in the packaging.

### **Pre-hire checks**

In order to protect ourselves we perform a pre-hire check. We will require one form of identification which shows full name and address, such as a UK drivers licence. If using your passport, then we require one copy of a recent (within the last 3 months) bill showing your full name and address, such as a utility bill. These documents will be stored for your Hire Period only and then deleted/shredded confidentially in accordance with our GDPR/Privacy policy.

Failure to supply these documents will result in the hire being cancelled.

We reserve the right to reject orders for any reason in order to prevent fraud and to manage our business risk.

### **Delivery/Collection**

Delivery/collection of the Equipment marks the beginning of your Minimum Hire Period. The Equipment will be delivered upon successful payment plus any associated delivery charges agreed. If you are collecting, the Equipment can be collected upon successful payment agreed. There is no fee charged for the period between completed order on the website and the delivery date.

### **Lead Times and Delivery Dates**

We always aim to deliver your order at the agreed date and time. However, delays may occur which are beyond our control. If your Equipment does not arrive by your preferred time, you will still be bound by the terms of this contract and we will make reasonable efforts to keep in contact with you about any delays. If we are in transit, then we may not be able to get in touch so please do phone the number provided. For this reason, we always advise allowing sufficient lead time when selecting your Delivery Date.

### **Checking your Equipment on arrival**

All Adventure Bairns Equipment is thoroughly inspected and cleaned prior to dispatch to ensure they are safe, hygienic, and in good working order. You will inspect the Equipment upon delivery to confirm it meets your expectations and is free from any damage or defects. The Hirer will inform Adventure Bairns immediately if there is

damage incurred to or loss of the Equipment. The Hirer accepts full responsibility for damage in excess of normal wear and tear caused to or loss of the Equipment during the Hire Period. The Hirer agrees to pay to Adventure Bairns the cost to repair or replace damaged or lost Equipment.

If you, acting reasonably, notice any issues or are dissatisfied with the condition of the Equipment, you must notify us immediately and before using it. We will make reasonable efforts to source replacement Equipment at our sole discretion.

By using the Equipment you confirm that you have inspected it and accept it as being in satisfactory condition for use. Once the Equipment has been used, it will be deemed to have been accepted in the condition in which it was received.

This process helps us maintain high standards and fairness for all Adventure Bairns customers.

### **The end of the Contract**

When the Hire Period has ended, you agree to returning the product to us by means of collection or drop off as agreed at the beginning of the contract. If the Equipment is late for drop off or we are unable to collect the Equipment as agreed, you will be liable for the day rate for each day that the Equipment is not returned. If the Equipment is not returned within 3 working days, then the Equipment will be deemed lost and you will be liable for the full replacement cost of the Equipment (current RRP) plus an administration cost of £10 per item of Equipment. If you do not return the Equipment or they are deemed unreturnable, we will charge the full replacement cost of the Equipment (current RRP) plus an administration cost of £10 per item of Equipment for ordering, delivery and restocking.

If you anticipate any delay in returning the item, please contact us as soon as possible to avoid incurring additional charges. In the event of any delay, we reserve the right to charge additional charges.

### **Early Termination**

If you cancel at any time between delivery and the return date, then you will be liable for the full cost of the Hire Period plus the return delivery cost.

### **Use of the Equipment**

The customer agrees to use the Equipment in a good and careful manner and will comply with the manufacturer's and Adventure Bairns' requirements and recommendations respecting the Equipment and within any applicable law.

The Equipment will be used for the purpose for which it was designed and not for any other purpose.

You may not alter, modify, or attach anything to the equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

### **Warranties**

The Equipment will be in good working order and good condition upon delivery. The Equipment is fit for the purpose.

### **Loss and Damage**

You agree to keep the Equipment in good appearance and condition.

To the extent permitted by law, you will be responsible for risk of loss, theft, damage, or destruction to the Equipment.

Once the Equipment has been returned it will be assessed by our team for any damage caused against the condition at the beginning of the Hire Period.

You accept full responsibility for damage above normal wear and tear caused to hired equipment while in your possession and agree to pay the cost to repair or replace the hired equipment in the event that damage is incurred.

You must not attempt to repair any products owned by Adventure Bairns. If accidental damage is incurred for any reason you agree to inform Adventure Bairns immediately.

If the Equipment is lost or damaged beyond repair, you must provide us with prompt written notice of the total loss, and will be charged the Replacement Value.

### **Price and Payment**

You agree to pay:

- The full hirecost
- Delivery charges
- Charges for hire extensions
- Full costs associated with loss, theft, destruction, damage, diminution of the equipment's value caused by damage, repair and loss of use of the equipment
- In the event of non-return, all costs associated with locating and recovering the equipment or failing this, the cost of replacing the equipment at the current

recommended retail price or nearest model available in cases of discontinued equipment.

### **Default**

You agree that Adventure Bairns can take a small deposit for the Equipment you have rented. This deposit will be fully refunded upon receipt of the Equipment, unless the Equipment requires repair or replacement.

If Adventure Bairns are unable to collect any monies owed, we shall be entitled to pursue you with legal action for the full retail value of the Equipment, and your use of the platform will be permanently suspended. Non-communication will be regarded as theft and treated as such with the appropriate authorities and legal recourse.

If equipment is not returned, Adventure Bairns reserves the right to take any and all necessary actions (including law enforcement and legal action) to locate, recover and regain possession of the equipment.

### **Termination**

Without affecting any other right or remedy available to it, Adventure Bairns may terminate this Agreement with immediate effect by giving written notice if:

you fail to pay any amount due under this Agreement on the due date for payment; On termination of the Contract for whatever reason you shall immediately pay to Adventure Bairns all outstanding unpaid Charges and interest and, in respect of Services supplied but for which no invoice has been submitted, Adventure Bairns may submit an invoice, which shall be payable immediately on receipt.

### **Governing Law**

Scots law will apply to all disputes and the interpretation of the Agreement (Hire Agreement and Terms and conditions) and any disputes will be heard in the Scottish Courts.

### **Non-affiliation**

**We are not affiliated, associated, or in any way officially connected** with any of the companies and/or brands mentioned on our website or their subsidiaries or affiliates, unless otherwise stated.

The names of these companies, as well as related names, marks, emblems, brands, and images, are **registered trademarks of their respective owners**.

If you believe any content infringes your intellectual property rights, please submit a notice to us describing such infringement.

### **Limitation of Liability**

Adventure Bairns disclaims all liability in contract, negligence, for breach of statutory duty, or under any indemnity or otherwise in connection with the Service and shall not be liable for any indirect, or consequential loss.

Adventure Bairns shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special or consequential damages of any kind, as well as the following types of financial loss; loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.

Where any matter gives rise to a valid claim against Adventure Bairns its liability shall be limited to a sum equal to the sum paid for the Service supplied under this Agreement.

Nothing in this Agreement seeks to restrict liability for death, personal injury or any other matter that cannot be limited by law. By agreeing to these terms you further agree not to make claim or take proceedings against any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise.

By using the Adventure Bairns you understand the following:

- You knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for your participation;
- You willingly agree to comply with the stated and customary terms and conditions of the hire. If you observe a hazard during the hire, you will bring such to the attention of Adventure Bairns immediately.; and,
- You agree that Adventure Bairns' suppliers will have no liability of any kind arising from or relating to these paid services terms and conditions, or your lease.

### **Indemnity**

Users agree to indemnify, defend and hold Adventure Bairns harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third

party or incurred or suffered by Adventure Bairns or owners or employees in connection with the User's use of Adventure Bairns in breach of this Agreement.