

CONTRACT TERMS & CONDITIONS

The Customer (as named overleaf) offers to hire from *Office Planters Ltd* on the terms set out below and overleaf. This agreement also covers any plants or planters supplied as re-placements for those originally supplied.

1. In the instance of this, a rental agreement, all plants and containers supplied remain the property of *Office Planters Ltd*. The Customer agrees to treat the plants and containers with care and will not sell or remove these from the site address (shown overleaf) with-out first having obtained written permission from *Office Planters Ltd*.
2. *Office Planters Ltd* will provide a maintenance service for the specified plants to include all watering, feeding, cleaning of plants, control of pests, and seeing to the overall up-keep of the displays. Any natural plant failures or plants that overgrow their situations will be replaced free of charge. Different species of plants may be used as replacements providing these are of similar value and quality.
3. The Customer will be liable for the cost of insuring and replacing plants in cases of; fire, theft, vandalism or accidental damage. The Customer will also be liable for the cost of replacing plants lost due to maintenance staff being denied access to the plants during normal office hours, or due to a lack of; an unrestricted water supply, adequate heating, or levels of light. Such costs will be based upon a typical retail value of plants/containers as charged by *Office Planters Ltd* at the time such losses occurred, however, such costs will not exceed the "total display value" as shown overleaf . The "total display value" figure should be used by the Customer for insurance purposes.
4. *Office Planters Ltd* reserves the right to terminate this agreement and recover all plants and containers; if the Customer fails to pay any sum falling due within the time specified by this agreement, or if the Customer is in any other way in breach of the terms of this agreement. In the event of the agreement being terminated due to a breach by, or at the request of the Customer, the Customer shall be liable to pay the balance of all rental fees for the remainder of the original agreement. This payment must be made in full within 30 days of the termination of the agreement.
5. *Office Planters Ltd* reserves the right to terminate this agreement or to increase the monthly rental and maintenance fee at the end of the contract period as shown overleaf.
6. The contract will "run on" unless the Customer requests in writing that the plants be removed at the end of the contract period, thereafter the Customer agrees to give *Office Planters Ltd* 30 days written notice of cancellation.