

# Hire Terms & Conditions for Private Individuals

## Rental Periods and payments

Better Mobility Limited provide time sensitive, responsive, hire for all equipment, and we specialise in clinical and complex equipment, tailored to the needs of the individual. We provide short term hire only to private individuals. Hiring equipment for an extended period of time can be costly, and unnecessary. If you are thinking about hiring equipment for a period of more than a few weeks, please speak to us about alternatives, including purchasing ex-demo equipment to suit your needs.

All goods on hire remain the property of BETTER MOBILITY LIMITED. If payment is overdue, we reserve the right to remove the hired equipment from the hirer's premise without prior notice. The rental period for an individual hire on an item must be a minimum of 2 weeks, unless otherwise agreed by management, and cannot exceed, or be capable of exceeding a maximum of 12 weeks. Upon the expiry of your rental term (initial 2 weeks) you are required to contact us to arrange collection of the hired equipment. If you do not, we will assume you wish to continue to hire the equipment, and will issue an invoice for a further week's rental. We will continue to charge the card provided to us for your initial rental on a weekly basis up to the maximum twelve week period. This will continue until such time as you inform us that you are finished with the equipment, at which time no further payments will be taken, and collection of the equipment will be arranged. We will contact you to arrange collection of the equipment if we have not been contacted by yourself prior to the twelve week maximum hire period.

The delivery/collection fee is chargeable and non-refundable. Should the equipment requested not be suitable due to incorrect information or measurements being provided by the hirer or their agent whilst arranging the hire with BETTER MOBILITY LIMITED, then a secondary delivery fee will be charged to provide different equipment.

Collection of all hired goods must be from the same address as the delivery location, unless agreed to beforehand in writing with BETTER MOBILITY LIMITED. The change of collection address may incur a location based surcharge.

All goods hired from BETTER MOBILITY LIMITED are subject to a refundable security deposit, at Better Mobility's discretion. The hirer agrees to pay for any damage caused whilst on hire other than normal fair wear & tear. The hirer is also responsible for the security of the equipment and any loss incurred if stolen or otherwise. All liability for safe use sits with the hirer, and BETTER MOBILITY LIMITED accept no liability for damage to other persons or properties whilst the equipment is on hire. Better Mobility can provide you with the details of insurance companies whom you may wish to purchase insurance from for the duration of your hire.

## Rights and Responsibilities

The conditions set out do not affect the statutory rights of the customer but if the customer wishes to have the benefit of the companies repair and replacement policy the customer must comply with the provisions set out below.

In the event of a defect in the goods supplied becoming apparent within the hire period, the company itself or an authorised dealer / repairs agent will affect any necessary repair or arrange product replacement as soon as possible. BETTER MOBILITY LIMITED will not be held liable for any losses incurred during this period.

ON A DEFECT OCCURRING DURING THE HIRE PERIOD THE CUSTOMER MUST NOTIFY BETTER MOBILITY LIMITED IMMEDIATELY GIVING FULL INFORMATION AS TO THE PROBLEM. NO USE MUST BE MADE OF THE GOODS AND NO ALTERATIONS OR UNAUTHORISED REPAIRS MUST BE MADE TO THE GOODS PRIOR TO INSPECTION BY THE DESIGNATED REPAIRER.

BETTER MOBILITY LIMITED will not reimburse the customer for any repairs undertaken and paid for by the customer without the prior knowledge and agreement to by BETTER MOBILITY LIMITED. Nor will BETTER MOBILITY LIMITED refund or reimburse the customer for any time the hired equipment was unable to be used by the customer due to defect that the company was not made aware of. If the customer is operating the goods away from the locality of the designated repairer the customer must contact Better Mobility to obtain the name and address of another repairer authorised by the company. Under no circumstance, will responsibility will be accepted where the goods have required repair or replacement as a direct result of:-

- a) The goods or part not being maintained in accordance with the manufacturers recommendations where such exist and using only the specified original equipment parts.
- b) The goods or part having been damaged by neglect, accident or improper use.
- c) The goods or part having been altered from the manufacturers specifications, or repairs having been attempted prior to the designated repairer being notified.
- d) Fair wear and tear.

In the event of the goods requiring repair or replacement as a result of one of the fore mentioned occurring, the cost of repair or replacement will be charged to the hirer. In the event that BETTER MOBILITY LIMITED are called out to repair a reported problem and it transpires upon arrival there is no fault, a location based call out fee will be charged to the customer to cover costs incurred.

Where the company has Insurance that indemnifies itself from any claim made against itself whilst the rental item is in possession of the customer, it is the

customers obligation to seek their own Insurance cover to protect themselves against claims made against them for the period of the rental agreement. It is advised the hirer seeks insurance to cover against loss or theft of the item whilst in the hirers possession.

By entering into a short term hire agreement, and thereby accepting these terms and conditions you agree to release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of BETTER MOBILITY LIMITED for any physical injury resulting or property damage from the use of the rental equipment provided by BETTER MOBILITY LIMITED.

You agree not to remove/transport any rental equipment out of the UK (abroad) without the prior written permission of BETTER MOBILITY LIMITED.

You agree to be the sole person using the hired equipment and are fully responsible for any person/s who, with or without your consent, sit on, stand, or ride on the hired mobility equipment, and further you indemnify BETTER MOBILITY LIMITED for any legal prosecution from physical injury resulting to myself or anyone else or property damage from the rental equipment provided. It is also deemed that this Release and Hold Harmless Agreement shall bind the customer's family if alive and their heirs, assigns and personal representative if deceased. It shall be deemed as a release, waiver, discharge, and covenant not to sue BETTER MOBILITY LIMITED, independent contractors, officers, agents, employees, and affiliates. Neither party shall be under any liability for any delay, loss or damage caused wholly or part by act of god, government restriction condition or control or by reason of any act done pursuant to a trade dispute whether such dispute involves its employees or not by reason of any other act matter of thing beyond its reasonable control, including failure by the party to carry out the provisions of these conditions.