

STAIRLIFT RENTAL - TERMS & CONDITIONS - A hire agreement regulated by the Consumer Credit Act 1974

The terms of this agreement apply to any equipment including replacement equipment rented from Access Able

The hirer may be liable to further charges for various reasons. The hirer's attention is drawn to sections;
3.4 3.5 5.3 6.2 6.7 9.1 10.2 10.3

1 Parties to this agreement

- 1.1 Owner - Access Able Ltd 72 St Johns Lane Bristol BS3 5AF
- 1.2 Hirer - As shown on the rental agreement.
Access Able must be immediately informed of any changes to these details.

2 Title

- 2.1 The stairlift and all of it's constituent parts remain the property of Access Able Ltd. and must be surrendered to Access Able Ltd. on demand.

3 Use of the equipment

- 3.1 The stairlift must only be used by the person(s) named on the rental agreement.
- 3.2 The stairlift must not be used in any manner for which it was not designed.
- 3.3 Any fault with the stairlift must be immediately reported to Access Able.
- 3.3 The equipment must not be used with any defect until Access Able have inspected the equipment and either repaired it or declared it safe to use.
- 3.4 Continued use of a stairlift with a known defect is entirely at the hirer's responsibility and Access Able will not accept any liability for any incident, accident or damage caused. If continued use causes further damage to the stairlift then Access Able reserves the right to charge the hirer for said damage.
- 3.5 If the hirer requests Access Able to attend to a fault on a stairlift and the attending engineer determines that the stairlift is not in fact faulty but the incident is as a result of actions or inactions by the hirer or their agents then a £30.00 charge will be immediately payable.
see supplementary section at the end of these terms and conditions.

4 Rental Period

- 4.1 This hire agreement is for one month and is extended automatically by the hirer paying a further month's rental.
- 4.2 The rental will continue and rental payments must be paid on the due date as long as the stairlift remains in the hirer's premises regardless of whether or not the hirer is making use of the stairlift.

5 Rental payments

- 5.1 The hirer will pay for installation and removal of the lift and one month's rental at or before the start of the rental.
- 5.2 Further rental payments must be paid by Direct Debit as specified on the rental agreement. Any variation of payment date or bank account details must be agreed by Access Able in writing.
- 5.3 If a Direct Debit payment fails for any reason Access Able will charge the hirer £10.00. The failed monthly rental and the surcharge must be paid within seven days of the due date of the Direct Debit. Access Able will attempt to contact the hirer, using the contact details from the rental agreement. Access Able will attempt contact by telephone, one letter sent by Royal Mail and email. Failure to contact the hirer by any means will not affect Access Able's further actions. The failed month's payment and the surcharge must be paid by the eighth day following the due date of payment. Failure by the hirer to make this payment in full will result in Access Able cancelling the contract and requiring immediate entry to the property to remove the stairlift. Failure to permit immediate entry to the property may result in Access Able continuing the rental at a daily rate of £10.00 from the due date of the failed payment until the stairlift is recovered by Access Able.
- 5.4 If any two out of six consecutive Direct Debits fail for any reason Access Able will require immediate entry to the property to remove the stairlift.
- 5.5 If Access Able is refused entry to the hirer's property to recover the stairlift then this will be viewed as theft of the stairlift and the matter will be referred to the police.

6 Hirer's responsibilities

- 6.1 The hirer must take good care of the equipment including the charger and keys.
The Hirer must ensure that the charger is connected and switched on at it's mains supply at all times. Where required the stairlift must be parked on it's charging points. Failure to keep batteries charged can result in irretrievable battery failure.
- 6.2 Access Able would test any such suspect batteries and, if the test determines that the failure is as a result of the hirer not charging the batteries, look to the hirer for the cost of replacement batteries.
The remote controls supplied with a stairlift require non-rechargeable batteries and it is the hirer's responsibility to replace these as and when necessary.
- 6.3 The hirer must not sell or otherwise dispose of the stairlift or parts thereof. The hirer must not give anyone any legal rights over the stairlift.
- 6.4 The hirer must allow Access Able or it's appointed agents access to view, inspect and service the stairlift at any time.
Access Able will give at least 24 hours of any such requirement.

6.5 The hirer must not anyone other than Access Able to repair or otherwise work on the stairlift without express permission from Access Able.

6.6 Access Able's does not insure the rental stairlift against; theft, accidental damage, interruption or surging of the mains electrical supply, fire or flood. In these events Access Able will look to the hirer to recover it's losses therefore we strongly advise the hirer to include the stairlift on their household insurance.

7 Personal property

7.1 Access Able and their insurers do not accept any liability for loss of or damage to any of the hirer's, or the hire's family's, personal property howsoever caused.

8 Access Able's responsibilities

8.1 Access Able will maintain the stairlift to , at least, the manufacturer's recommended standard.

8.2 Access Able undertakes that the stairlift is fit for purpose at the start of the rental period.

8.3 Access Able will repair any fault in the rental stairlift within 24 hours of it being reported to Access Able.

9 Insurance

9.1 Access Able only insure the rental stairlift to cover Access Able against any public liability issues. Any damage to or loss of the stairlift or any of it's constituent parts is the responsibility of the hirer.

10 End of rental

10.1 The renter or their agent must give Access Able at least 48 hours notice to retrieve the stairlift.

10.2 The stairlift will be removed at a time to suit both the hirer and Access Able. If Access Able attend but are unable to gain entry or remove the stairlift within a reasonable period then a further charge may be levied for a further appointment to remove the stairlift.

10.3 If any delay in permitting Access Able entry to remove the stairlift causes the stairlift still to be installed when a further rental payment is due the Access Able reserve the right to require this payment to be made.

10.3 It is the hirer's responsibility to keep the stairlift safe, clean and dry until it is collected by Access Able.

10.4 Regardless of the circumstances no unused portion of a rental payment will be refunded.

11 Data Protection

11.1 Access Able will retain the hirer's details in a safe and secure manner and only use these to maintain the agreement and to assist Access Able to maintain it's administration and management. Access Able will never sell or otherwise pass the hirer's personal information to any third party other than those necessary to operate this rental agreement.

12 Governing law

12.1 This agreement is governed by the laws of England. Any dispute may be submitted to the non-excluded jurisdiction of the English courts. If any provision of this agreement is or becomes invalid or unenforceable the remaining provisions shall not be affected.

IMPORTANT - YOU SHOULD READ THIS CAREFULLY - YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is made. If they are not the owner cannot enforce the agreement against you without a court order. The act also gives you a number of rights. You can end this agreement by writing to the person to whom you have made your payments and giving at least one month's notice. In order to do this the agreement must have been allowed to run for at least the period specified in the agreement from the date of the original agreement although this may include the period of notice. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end. If you would like to know more about your rights under the Act contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

SUPPLEMENTARY

Before calling out an engineer (see section 3.5) please check the following;

The mains plug is in the wall socket and the socket is turned on

The footplate, seat and both armrests are all fully down

The seat is in the correct position, facing across the stairs

The keyswitch under the armrest is turned on

If fitted, the circular, red cut-off switch is not 'out'. This must be pressed in and twisted to allow the stairlift to operate.

There is nothing touching the underside of the footplate.

