

TERMS & CONDITIONS – Hire agreement regulated by the Consumer Credit Act 1974

The conditions of this agreement apply to any equipment, including replacement equipment, rented from Access Able.

1. Parties to this agreement:

- 1.1 Hirer: As shown overleaf as either the 'hirer' or the 'user'.
- 1.2 Owner: Access Able Ltd. - trading address – 72 St John's Lane, Bedminster, Bristol BS3 5AF

2. Rental period

- 2.1 The Hirer is responsible for continued hire payments until the equipment is returned.
- 2.2 The equipment must either be returned to Access Able's trading address, as shown above, or be made available for collection at the original delivery address, unless the hirer has notified Access Able of a change of address, to which Access Able has agreed in writing. The hirer must keep the product(s) safe, clean and dry until Access Able collect them.
- 2.3 Payments will be due on the monthly anniversary of the commencement of the rental, or as detailed overleaf for Direct Debits.
- 2.4 If the equipment is returned between these dates no refunds will be given in respect of unexpired rental time.

3. Hirer's responsibilities

- 3.1 The equipment is deemed to be suitable for the use and under the circumstances that Access Able have been made aware of at the commencement of the rental. Should the use or circumstances change then Access Able must be informed.
- 3.2 The hirer must look after the equipment and keys, where fitted. Where appropriate the hirer must always lock the equipment when not using it, and will incur a charge of £10.50 for the replacement of each lost key. The hirer must use any security device fitted to or supplied with the equipment.
- 3.3 The hirer must ensure that they keep the batteries fitted to any equipment fully charged. If the equipment has a separate control that uses non-rechargeable batteries then it is the hirer's responsibility to replace these when necessary.
- 3.4 The hirer must ensure that the equipment is stored in a safe location and kept dry. If stored out of doors then a storage cover must be used. Where possible equipment must be stored indoors. Manual equipment must always be stored indoors.
- 3.5 The hirer must keep the equipment clean at all times. Electrically powered equipment should not be washed but wiped with a cloth or polished.
- 3.6 The hirer must not sell, rent or dispose of the equipment or any of its parts. The hirer must not give anyone any legal rights over the equipment..
- 3.7 The hirer must not let anyone work on the equipment without written permission from Access Able.
- 3.8 The hirer must immediately inform Access Able of any defect(s) in the equipment.
- 3.9 The hirer will be liable for cosmetic damage to the equipment including bodywork and will be liable for the reasonable costs of repair.
- 3.10 The hirer is responsible for failures of tyres and batteries where such damage is as a result of misuse. Eg failing to charge batteries can result in irretrievable battery failure. Failing to correctly inflate tyres can cause unnecessary punctures and irreparable damage to tyres.
- 3.11 The hirer is liable for repairing any damage to the equipment. If the hirer has taken out insurance on the equipment then Access Able will assist in any claim but only after the hirer has fully re-imbursed Access Able for the necessary repairs.
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4. Access Able Ltd responsibilities

Access Able will maintain the equipment to, at least, the manufacturer's recommended standard. Access Able undertakes that the product is suitable for use at the start of the hire period. Access Able can only be accountable for any maintenance problems if notified by the hirer. Continued use by the hirer once notification has been made will be the total responsibility of the hirer. The hirer accepts all liability in this instance.

6. Hirer's property

Access Able is not responsible for loss or damage to any property left in or on the product.

7. Conditions for using the equipment

The equipment must only be used by the person(s) named in the Agreement, or by anyone Access Able authorises in writing.

The hirer or any authorised user must not:

- 7.1 Use the equipment for hire or reward.
- 7.2 Use the equipment for any illegal purpose.
- 7.3 Use the equipment for a purpose or in a manner for which it was not designed.
- 7.4 Use the equipment following notifications of a defect with the product requiring a repair until such time as Access Able have effected the repair.

8. Charges

The hirer will pay the following charges:

- 8.1 The initial delivery and rental charge must be paid by debit/credit card. These details will be retained by Access Able to facilitate collection of any charges incurred under this section.
- 8.2 The hire charges. These will be paid by Direct Debit to London & Zurich or Standing Order to Lloyds Bank. (other payment methods may be agreed by Access Able)
- 8.3 Any charge for loss or damage resulting from the renter's non-compliance with section 4.
- 8.4 The cost of repairing or replacing the equipment if it is damaged or stolen whilst in the care or responsibility of the hirer.
(even if such an event is not the fault of the hirer).
- 8.5 The cost of cleaning the equipment if it returned in a state that prevents Access Able immediately re-hiring it. Contamination with bodily fluids may result in a piece of equipment being deemed uneconomic to clean.
- 8.6 Any published or notified rates for delivering and collecting the equipment.
- 8.7 On demand, Access Able's costs, including reasonable legal fees where permitted by law, incurred in collecting payments due from hirer under the Agreement.
- 8.8 Value added tax and all other taxes and levies on any of the charges listed above, as appropriate.
- 8.9 Access Able's decision in all of these matters is final.
- 8.10 The hirer is ultimately responsible for all charges.

9. Title

All equipment on hire remains the property of Access Able Ltd. If payment (or part) is overdue Access Able reserve the right to immediately remove the equipment and may enter the premises where the equipment is in use for that purpose.

10. Risk Protection

The hire charges under the Agreement does NOT include insurance of the equipment. The hirer is responsible for any damage to or loss from the equipment.

11. What to do in case of accident, incident or theft

If hirer has an accident or incident causing damage to the product they must immediately notify Access Able. The hirer, or their agent, should record the names and addresses of everyone involved, including witnesses. There may be circumstances, if anybody is injured, in which the police or the appropriate Health & Safety organisation may need to be informed. The hirer, or their agent, should ensure that the product does not come to further harm.

12. Information

Access Able will retain the hirer's personal information to assist it to maintain and improve its administration and management.

13. Governing law

The agreement is governed by the laws of England. Any dispute may be submitted to the non-exclusive 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 you make your payments to and giving at least 1 months' 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.