

- 1. Parties to this agreement:**
  - 1.1 Hirer: As shown on the rental agreement
  - 1.2 Owner: Access Able - trading address – 72 St John's Lane, Bedminster, Bristol BS3 5AF
- 2. Rental period**
  - 2.1 This hire agreement is for the period shown on the agreement.
  - 2.2 The hirer must either return the equipment at the conclusion of this agreement or continue the rental at Access Able's published rate, or a variation of this specified in writing by Access Able
  - 2.3 The Hirer is responsible for continued hire payments until the equipment is returned.
  - 2.4 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 safe, clean and dry until Access Able collects it.
- 3. Hirer's responsibilities**
  - 3.1 The hirer must take good care of the equipment, charger and key, if fitted. The hirer must keep any electrical / electronic dry at all times. The hirer must secure any mobile equipment when it is not in use. Simply removing the key is not sufficient, it must be behind a locked door or securely affixed to an immovable object. If the equipment is fitted with a removable battery box then this must also be secured.
  - 3.2 The hirer must ensure that they keep batteries fully charged, using only the charger supplied. Failure to keep batteries charged can result in irretrievable battery failure. The hirer would then be responsible for the cost of replacing the batteries. If the equipment has a separate control that uses non-rechargeable batteries then it is the hirer's responsibility to replace these when necessary.
  - 3.3 The hirer must ensure that pneumatic tyres are correctly inflated at all times. Failure to maintain tyres at the correct pressure can cause unnecessary punctures and damage to tyres that might necessitate replacement.
  - 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 quality 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 never be washed but wiped with a damp 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 allow Access Able to view, inspect and service the equipment at any time. Access Able will give at least 24 hours notice of such a request.
  - 3.8 The hirer must not let anyone repair or otherwise perform any work on the equipment without written permission from Access Able.
  - 3.9 The hirer must immediately inform Access Able of any defect(s) in the equipment.
  - 3.10 The hirer will be liable for cosmetic damage to, or loss of any part from, the equipment including bodywork and will be liable for the reasonable costs of repair. This includes the cost of removing any labels, stickers or other items that the hirer has affixed to the equipment.
  - 3.11 The hirer is liable for repairing any damage to the equipment if an insurance claim is unsuccessful. If any such insurance claim is only partially successful then the hirer is responsible for the remainder of Access Able's costs.
- 4. Access Able Ltd responsibilities**
  - 4.1 Access Able will maintain the equipment to, at least, the manufacturer's recommended standard. Access Able undertakes that the product is fit for purpose and suitable for the use declared by the hirer at the start of the hire period. Access Able can only be held responsible for any maintenance or repair issues 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.
- 5. Hirer's property**
  - 5.1 Access Able is not responsible for loss or damage to any property belonging to the hirer left in or on the product at any time.
- 6. Conditions for using the equipment**
  - 6.1 The equipment must only be used by the person(s) named in the Agreement, or by anyone else that Access Able authorises in writing.  
The hirer or any authorised user must not:
    - 6.2 Use the equipment for hire or reward.
    - 6.3 Use the equipment for any illegal purpose.
    - 6.4 Use the equipment for a purpose or in a manner for which it was not designed.
    - 6.5 Use the equipment following notifications of a defect with the product requiring a repair, until such time as Access Able have effected the repair.
- 7. Charges**

The hirer will pay the following charges:

  - 7.1 All hire charges when they fall due.
  - 7.2 Any charge for loss of or damage to the equipment unless any such loss or damage is fully covered by Access Able's insurance.
  - 7.3 The cost of repairing or replacing the equipment, or parts thereof, 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). The hirer may not be liable for the entire cost of repairing or replacing the equipment if they have a claim accepted by the insurers.
  - 7.4 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 uneconomic to clean. The insurers will not reimburse any costs arising from contamination by bodily fluids.
  - 7.5 Any published or notified rates for delivering and collecting the equipment.
  - 7.6 Access Able's costs, including reasonable legal fees where permitted by law, incurred in collecting payments due from hirer under the Agreement.
  - 7.8 Value added tax and all other taxes and levies on any of the charges listed above, as appropriate.
  - 7.9 Hirer is responsible for all charges, even if they have asked someone else to be responsible for them.
  - 7.10 The hirer shall pay all or part of the initial rental payment by a credit or debit card and by entering into this agreement permit Access Able to charge any further charges as detailed in these terms and conditions to this card.
- 8. Title**
  - 8.1 All equipment 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 hirer's premises for that purpose.
- 9. Risk Protection**
  - 9.1 The hirer is bound by and agrees to the terms and conditions of the insurance policy. (Terms are available on request or by following the insurance links on our website). The insurance will only cover equipment within mainland U.K. The insurance will not cover damage caused by baggage handlers at sea or air ports.
- 10. What to do in case of accident, incident or theft**
  - 10.1 If hirer has an accident or incident causing damage to the product the hirer must immediately notify Access Able. They may be required to inform Access Able's insurers directly. The hirer should record the names and addresses of everyone involved and any witnesses. If anyone is injured or if there is disagreement as to the facts of the incident then the hirer should immediately inform the police. The hirer should ensure that the rental equipment does not come to further harm. The hirer remains liable for the product and rental payments until the insurers accept liability. In the event of theft the insurers may delay processing a claim for 28 days.
- 11. Information**
  - 11.1 Access Able will retain the hirer's personal information to assist it to maintain and improve its administration and management.
- 12. Governing law**
  - 12.1 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.