



# Equipment Hire

## Terms and Conditions

Please read the following terms and conditions carefully.

### 1. HIRE

The service user hires the wheelchair or equipment from The Disability Resource Centre, subject to these terms and conditions of hire.

### 2. TERMINATION

The Disability Resource Centre may, at its sole discretion, terminate this agreement at any time by notice (verbal or in writing) to the service user, notwithstanding anything to the contrary in this agreement, where upon the service user shall return the wheelchair or equipment to The Disability Resource Centre forthwith. The obligations of the service user and the rights of The Disability Resource Centre under this agreement shall continue in effect until the wheelchair or equipment has been returned to The Disability Resource Centre and the service user has complied with all his obligations.

### 3. RETURNS

- 3.1 The wheelchair or equipment shall be regarded as having been provided in good order and repair and without damage. Any damage not recorded on the equipment inspection sheet completed at the beginning of the contract and initialled by both parties will be regarded as new damage the cost of repair of which will be the responsibility of the service user and which cost will be deducted from the deposit. The liability of the service user is not limited to the amount of the deposit and any further monies due must be paid forthwith on demand.
- 3.2 The wheelchair or equipment shall be returned to The Disability Resource Centre in the same condition as received, fair wear and tear expected
- 3.3 At the expiry of the hire term if the wheelchair or equipment is not returned to the Disability Resource Centre at the address given at the outset of the agreement or as subsequently notified to the service user the Disability Resource Centre shall be entitled to take possession of the wheelchair or equipment at any location or from whom so ever may in possession. (Any costs incurred by The Disability Resource Centre to retrieve the wheelchair or equipment will be for the account of the service user).
- 3.4 The wheelchair or equipment shall be returned to The Disability Resource Centre no later than 12am on the last day of the hire term.

### 4. HIRE AND DEPOSIT

- 4.1 The hire fee paid by the service user for the use of the wheelchair or equipment shall be:
- 4.2 The hire calculated for the whole of the hire period at the rates and provided by The Disability Resource Centre
- 4.3 There will be no cash refunds or deposits on wheelchair or equipment returned during the hire

period. Should the service user be dissatisfied with the equipment for good cause, the equipment may be exchanged should The Disability Resource Centre have another wheelchair or equipment which is available.

- 4.4 The service user will pay a deposit in advance of taking possession of the wheelchair or equipment,
- 4.5 The service users deposit shall only be returned by The Disability Resource Centre once the hire wheelchair or equipment has been returned and undergone a full inspection. The deposit will only be returned once it has been established that there is no damage to the wheelchair or equipment for which the service user is responsible and that there are no outstanding hire payments due by the service user. The service user is to settle any sums due in full before the deposit will be returned.
- 4.6 The hire wheelchair or equipment may under no circumstances be used outside the UK.

## **5. LIABILITY AND DAMAGE**

- 5.1 The wheelchair or equipment shall be the sole risk of the service user throughout the hire period.
- 5.2 The service user shall be liable for any loss or damage to the wheelchair or equipment and any expenses incurred in recovering the wheelchair or equipment during hire period.
- 5.3 The Disability Resource Centre are not obliged to make any claim which they may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the wheelchair or equipment.

## **6. BREACH OF AGREEMENT**

- 6.1 Breach of this agreement occurs but is not limited to when:
- 6.2 The wheelchair or equipment is not returned by the service user at the end of the hire period
- 6.3 The service user breaches any material term or condition of this agreement.

## **7. RESPONSIBILITY AFTER LOSS OR DAMAGE TO WHEELCHAIR OR EQUIPMENT**

- 7.1 If during the hire period the wheelchair or equipment is damaged or stolen the service user must notify The Disability Resource Centre as soon as is practicable on 01582 470900.
- 7.2 If the wheelchair or equipment becomes defective it is not to be used until it has been repaired or replaced by The Disability Resource Centre
- 7.3 If the wheelchair or equipment has a puncture then it is to be repaired by The Disability Resource Centre at the cost of the service user
- 7.4 The Disability Resource Centre do not accept responsibility of the use of a defective wheelchair or equipment which causes damage or injuries where the defect would have been apparent to the service user.

## **8. NON-LIABILITY**

Save where caused by the negligence of The Disability Resource Centre:-

- 8.1 Neither The Disability Resource Centre nor any of its members, employees, servants, or agents shall be liable for any loss or damage, whether direct or indirect, consequential or otherwise arising from the hire by the service user of the wheelchair or equipment including any liability to any third party.
- 8.2 The Disability Resource Centre, its members, employees, servants or agents are hereby indemnified by the service user or his estate against any claim/s of any nature whatsoever and

howsoever arising from any damages or loss which might be instituted against it, arising from the hiring of the wheelchair or equipment.

- 8.3 The Disability Resource Centre and its employees cannot be held liable for any injuries sustained while using the wheelchair or equipment hired from The Disability Resource Centre.

## **9. GENERAL**

- 9.1 This document contains the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, promises or the like not recorded herein and signed by or on behalf on the service user and The Disability Resource Centre.
- 9.2 The service user authorises The Disability Resource Centre to insert any particulars in the agreement, which are not known or available at the time of signing or to rectify any bona fide errors in any fact, figure or calculation.
- 9.3 This agreement and all matters or disputes arising from it shall be governed in accordance with English law.
- 9.4 The service user is not entitled to cede any of the rights under this agreement or to sub-let or part with possession of the wheelchair or equipment, its tools or equipment or any part of it.
- 9.5 If the Disability Resource Centre institutes any legal proceedings against the service user to enforce any of its rights under this agreement, it shall be entitled to recover from the service user the legal costs incurred on an indemnity basis.
- 9.6 If the service user enters this agreement on behalf on any principal, disclosed and/or undisclosed, he shall be personally liable jointly and severally with the principal.
- 9.7 Clients are required to complete a VAT Exemption Form where applicable. If clients are not eligible to complete a VAT Exemption Form, or choose not to complete the form, VAT will be chargeable

## **10. RESPONSIBILITIES OF THE WHEELCHAIR OR EQUIPMENT HIRER:**

- 10.1 We reserve the right to refuse the supply of equipment if deemed in the interests of the safety of the client and others. Service users are advised to disclose any relevant information likely to affect the ability to operate equipment safely.
- 10.2 Service users will follow the safe user and storage guidance below
- a) Service users will protect the equipment against wet or adverse weather which may cause damage.
  - b) Service users will not load the equipment beyond the manufacturers' maximum weight recommendations.
  - c) Service users will not use the equipment or allow it to be used on unsuitable terrain or gradients.
  - d) Service users will not sell, rent or dispose of the equipment or any of its parts.
  - e) Service users will not allow any other person to use the equipment.
  - f) Service users will not use the equipment whilst under the influence of alcohol, drugs or medication likely to affect ability to operate the equipment safely.
  - g) Service users accept liability for any damage to the equipment through improper or careless use, and accept all associated repair or replacement costs
  - h) Service user will use, store, and charge the equipment in line with advice given

- 10.3 The wheelchair or equipment is to be used in a correct fashion, not causing any danger to either the wheelchair or equipment occupant or to others.
- 10.4 To prepare or return the wheelchair or equipment for collection when the wheelchair or equipment hire time span has been reached.
- 10.5 Wheelchair or equipment will be hired to a maximum of 12 weeks.
- 10.6 Replacement wheelchair or equipment will be billed as follows:
  - Attendant Wheelchair or equipment - £250.00
  - Childrens Wheelchair or equipment - £250.00
  - Self Propelled Wheelchair or equipment - £250.00
  - Other - £100.00

And it is agreed that the above represents the agreed replacement cost of the wheelchair or equipment

The Disability Resource Centre request that the wheelchair or equipment seat belts/safety items and safe use of equipment identified be used at all times of occupancy for safety reasons.

I, the service user, and undersigned have read the terms and conditions and I fully understand it.

Service User Name:	
Signature	
Date:	
Signed on behalf of DRC:	