

## Terms & conditions relating to equipment hire (Page 1)

THESE CONDITIONS DO NOT AFFECT THE CUSTOMERS STATUTORY RIGHTS

### GENERAL

1.1 All quotes are made and all orders are accepted by the company subject to the following conditions.

1.2 Quotes shall be available for acceptance for a period of 30 days from the date of quote and may be withdrawn by the company within such a period at any time by written or oral notice.

### DEFINITIONS

2.1 When referring to the company in this document, it is referring to Adapt A Home.

### DELIVERY AND COLLECTION

3.1 The company will endeavour to deliver the goods as arranged with the customer and delivery dates are given as accurately as possible but cannot be guaranteed. The customer shall not be entitled to cancel the order or to claim damages if the company is not able to deliver on the delivery date arranged.

3.2 Alterations to the order by the customer may result in a delay of delivery.

3.3 The company will endeavour to comply with reasonable requests by the customer for postponement of delivery but shall be under no obligation to do so and may charge the customer with reasonable charges for storage.

3.4 The customer must ensure the provision of the company adequate access to the point at which delivery is to take place and all other facilities and services necessary to enable the company to deliver in accordance with the customers requirements.

3.5 The customer must ensure that if the goods are being collected by the company, that the equipment is kept secure and safe until they are collected.

3.6 In the case of pickups by a 3rd party (i.e. couriers), the equipment must be packaged properly and sealed back into the packaging that arrived with the goods. If goods are found to be un-boxed or in a condition that does not allow for their safe transportation back to Adapt A Home, a re-packaging fee will be applied along with any other fees that are incurred in the recovery of the goods.

### RESERVATIONS

Where products are to be reserved to guarantee availability, a charge of £25.00 will be payable at the time of reservation. Should it be decided by the customer the goods are no longer required, the reservation fee will be held by Adapt A Home to cover administration costs.

In the event of the goods not being available even though reserved, the reservation fee will be returned to the customer. Adapt A Home will not be held responsible for any losses incurred due to the product not being available for the reserved date.

### CANCELLATION AND RETURN OF GOODS

5.1 Should Circumstances arise where the customer may wish to cancel their order, any cancellation must be submitted in writing to Adapt A Home for it to be accepted. The company reserves the right to make a charge for any costs incurred prior to the order being cancelled. The customer may not be entitled to the return of their deposit.

The customer shall not be entitled to the return of goods supplied for any reason other than under the warranty conditions or in accordance with the customer's statutory rights.

Should the duration of hire be shortened due to the hirers personal circumstances, discounts offered on delivery and collection may be revoked and the product tariff altered in accordance to the duration of the hire.

6.1 All goods for rental purposes remain the property of Adapt A Home. If payment (or part) is overdue, we reserve the right to remove the goods and may enter upon the customer's premises for that purpose.

### DEPOSITS

All goods hired from Adapt A Home are subject to a deposit, which will be paid prior to the start date of the rental term by the customer. The deposit will cover any loss or damage caused to the product whilst in the possession of the customer.

It is at Adapt A Homes' discretion to define what is deemed as damage and to set the costs to repair such damage. The deposit will be refunded within a reasonable timescale when the product has been returned to the possession of Adapt A Home and checked that no damage has occurred.

In the event, at the end of the rental term, rental, delivery or collection payments are outstanding, they will be deducted from the deposit along with administration costs incurred.



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### PRICES & PAYMENTS

8.1 If any alteration to the specification of the goods ordered is requested by the customer and agreed by the company an appropriate alteration in the price for the goods may be made by the company. Adapt A Home reserve the right to increase the rental charges and notice will be given in writing of any increases. The hirer must provide a valid Credit or Debit card at the time of hiring. When the hirer wishes to make payments via standing order, they are given two weeks from the start date of hire to set this up. If at the end of the 2 week period no standing order has been set up, the payments including amounts owing will be taken from the Credit or Debit card held.

### DIMENSIONS AND TECHNICAL DATA

9.1 The company reserves the right to alter or change the specification of the goods supplied within reasonable limits without the notice of the customer.

9.2 All figures, speeds, capacities and other technical information and data contained in the company's advertising sales and technical literature are based on trials under test conditions and are provided for general guidance only.

9.3 The company may warrant the exact specifications of goods supplied if so requested by the customer, but to be valid such warranty must be agreed by the company in advance of the order and recorded in the letter of confirmation.

### REPAIR AND REPLACEMENT

10.1 The conditions set out below 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.

10.2 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. Adapt A Home will not be held liable for any losses incurred during this period.

10.3 The arrangements for repair, replacement and service and the designated repairer will be notified to the customer by the company and will be confirmed at any time on request.

10.4 ON A DEFECT OCCURRING DURING THE HIRE PERIOD THE CUSTOMER MUST NOTIFY ADAPT A HOME OR THE DESIGNATED REPAIRER 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.

10.5 If the customer is operating the goods away from the locality of the designated repairer the customer must contact the company to obtain the name and address of another repairer authorised by the company.

10.6 Under no circumstance, no 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.

10.7 In the event Adapt A Home are called out to repair a reported problem and it transpires upon arrival there is no fault, a £75.00 call out fee plus an additional £45.00 per hour will be charged to the customer to cover costs incurred.

10.8 In the case of a client who has taken the hired equipment outside of The United Kingdom, the company will not be able to offer an on site repair.

### INSURANCE AND WAIVER OF LIABILITY

11.1 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 a requirement of our insurers that we have evidence of insurance from the hirer prior to the rental commencing. It is advised the hirer seeks insurance to cover against loss or theft of the item whilst in the hirers possession.

11.2 By accepting these terms and conditions you agree to release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of Adapt A Home for any physical injury resulting or property damage from the use of the rental equipment provided by Adapt A Home.

In the case of mobility scooters, powerchairs, wheelchairs or similar devices, you agree to be the sole person driving/controlling the rental equipment and are fully responsible for any person/s who, with or without my consent, sit on, stand, or ride the mobility scooter and indemnify Adapt A Home for any legal prosecution from physical injury resulting to myself or anyone else or property damage from the rental equipment provided by Adapt A Home. 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 Adapt A Home, independent contractors, officers, agents, employees, and affiliates.

### FORCE MAJEURE

12.1 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

Dated 06-10-2022