

WELLESBOURNE AND DISTRICT LIONS CLUB

Agreement for Loan Equipment

Charity Number 1061868

Terms and Conditions of Loan of Mobility Equipment

1. Interpretation:

1.1. In these conditions:

'WDLC' means Wellesbourne & District Lions Club, the supplier of the goods or services to the hirer.

'Hirer' means the person whose request for the services is accepted by WDLC and is identified in the "Agreement for Loan Equipment" Form entered into by hand, on line and confirmed in writing or emails.

'Conditions' means the standard terms and conditions of supply set out in this document and/or online.

'Contract' the hirer's "Agreement for Loan Equipment" form which has been completed by hand or online at the website and WDLC acceptance of it, which will be subject to these Terms and Conditions at all times.

'Variations' to these terms and conditions will only be acceptable when in written format, no verbal variations on product or terms will have influence on them.

'Duration' means the duration of the contract.

'Equipment' means a product of the specification and model notified by WDLC, which WDLC is to supply in accordance with the contract, pursuant to these conditions.

'Services' means the loan of equipment by WDLC to the hirer for the duration, subject at all times to these conditions.

1.2. Words in the singular shall include the plural and vice versa.

1.3. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.5. Where the words 'include(s)', 'including' or 'in particular' are used in these conditions, they are deemed to have the words 'without limitation' following them and where the context permits, the words 'other' and 'otherwise' are illustrative and shall not limit the sense of the words preceding them.

2. Parties to this agreement:

2.1. Hirer: The person or persons entering into the loan of equipment.

2.2. Owner: Wellesbourne & District Lions Club (WDLC).

3. Basis of contract:

3.1. The contract with WDLC commences when the hirer receives the equipment.

3.2. By placing a request with WDLC, the hirer warrants that he or she is:

Legally capable of entering into contracts.

At least 18 years old, and

Resident in Wellesbourne and District, England.

- 3.3. The Hirer accepts that the equipment has been serviced annually (in the case of mobility scooters) and fully inspected before handover.

4. Delivery:

- 4.1. WDLC will deliver the equipment as soon as is practically possible to the hirer.
- 4.2. The products will be the hirer's responsibility from the completion of delivery, until collected by WDLC or its agent.

5. Rental period:

- 5.1. This hire agreement commences on the date of delivery of the product and does not expire until it is returned to WDLC.
- 5.2. If no one is available at the address to allow collection, WDLC will leave the hirer a note, and in which case, please contact WDLC to rearrange collection.
- 5.3. The product must be made available for collection at the original delivery address, unless the hirer has notified WDLC of a change of address, which WDLC has agreed in writing.

6. Termination of the hire agreement:

- 6.1. The Hirer will advise WDLC when they no longer require the equipment, so it can be returned for use by other members of the community.
- 6.2. In the event of the death of the hirer, then on the return of the goods this agreement shall be terminated.

7. Hirer's responsibilities:

- 7.1. The hirer will provide adequate delivery and collection access to enable WDLC to deliver the product. It is the responsibility of the hirer to ensure that the hired product will fit through doorways and access points to ensure a successful delivery or collection.
- 7.2. WDLC will always exercise care on delivery so as not to damage property or decor whilst delivering goods, WDLC will not be held liable for any accidental damage caused.
- 7.3. The hirer shall at all times keep the products properly stored, protected, and insured in accordance with the Agreement for Loan Equipment. The hirer shall make available to WDLC the certificate of insurance policy for inspection upon request by WDLC.
- 7.4. Hirer must look after the product and keys, where fitted, keeping the product in good repair. Where appropriate, hirer must always lock the product when not using it and will incur a charge for replacement of any lost key.
- 7.5. Hirer must ensure that the documents, user manual and tools supplied with the product are returned in clean condition.
- 7.6. Where appropriate, the hirer must use any security device fitted to or supplied with the product, and hirer must ensure that he keeps the product fully charged where electrical batteries are fitted.
- 7.7. Hirer must ensure that the goods are stored in a safe fashion, out of the elements, which includes a weather resistant storage cover on items that can be stored outdoors. Wheelchairs must be stored indoors.
- 7.8. Hirer must not sell, rent or dispose of the product or any of its parts. Hirer must not give anyone any legal rights over the product.
- 7.9. Hirer must not let anyone work on the product without first having obtained WDLC's written consent. Hirer will immediately notify WDLC of any breakdown or if the product is defective or damaged in any way and without any attempt to repair.

- 7.10. Hirer must let WDLC know as soon as he/she becomes aware of any defect(s) in the product. Hirer should use all reasonable endeavours to notify WDLC of defects within 7 days of the date of delivery.
- 7.11. Hirer will be liable for cosmetic damage to the product including bodywork and will be liable for the reasonable costs of repair.
- 7.12. Damages to batteries and tyres where the damage is as a result of misuse, such as failing to keep the batteries charged, which results in irrecoverable battery failure, will result in the hirer being charged for the costs of repair by WDLC.
- 7.13. Punctures in the tyres, or damage caused by driving with poorly inflated tyres will result in the hirer being charged for the costs of repair by WDLC.
- 7.14. Hirer will have to pay for repairs if the hirer does not make a successful claim for accidental damage on the insurance or any portion of the claim that the insurance will not meet.
- 7.15. The Hirer will accept the responsibility for any product supplied to them during the course of this contract as a temporary or long-term loan or replacement while their product is with WDLC.
- 7.16. The Hirer is responsible for ensuring that when using the product, he/she complies with all relevant legislation and health and safety requirements.

8. *WDLC responsibilities:*

- 8.1. WDLC will maintain the product to at least the manufacturer's recommended standard. WDLC undertakes that the product is roadworthy if relevant and suitable for hire at the start of the hire period. WDLC 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.
- 8.2. If the hirer notifies WDLC of a breakdown or defect in accordance with clause 7 above, WDLC will endeavour to send an engineer to the hirer to inspect and repair the product within 7 days of notification by the hirer, at no additional cost to the hirer, provided that the breakdown or damage is not a result of the misuse or negligence of the hirer.

9. *Property:*

- 9.1. WDLC is not responsible for loss or damage to property left in or on the product. Risk shall transfer to the hirer on the date of delivery of the product and shall end on the date of collection by WDLC.

10. *Conditions for using the product:*

- 10.1. The product must only be used by the person(s) named in the agreement, or by anyone WDLC authorises in writing.
- 10.2. Hirer or any authorised user must not:
- Resell, hire or lend the product.
 - Use the product for any illegal purpose.
 - Use the product for any purpose for which it was not designed.
 - Pledge or in any way charge by way of security for any indebtedness of any of the products.
 - Use the product following a notification of a defect to WDLC until such time as WDLC visits the hirer and effects repairs or replaces the product.

11. *Collection or return of products:*

- 11.1. For any collection or return of products (whether as a result of the hirer's cancellation of the contract, termination of the contract, for any other reason, for the purpose of repair, replacement, or repossession of the product or otherwise):
- 11.2. WDLC will always exercise care on collection so as not to damage property or decor whilst collecting goods, WDLC will not be held liable for any accidental damage caused.

11.3. The hirer grants WDLC, its agents and employees an irrevocable licence to enter any premises where the product is stored on reasonable prior notice for the purpose of collecting the product.

11.4. WDLC will use reasonable endeavours to collect the product in two working days following the hirer's request.

11.5. Hirer shall remain responsible for the product until actual collection.

12. Charges:

12.1. There is no fee for hiring equipment from WDLC, but a donation at the end of the hire period would be appreciated.

12.2. Hirer will pay the following charges:

- Any charge for loss or damage resulting from non-compliance with Clause 7.
- The cost of repairing or replacing the product if it is damaged or stolen whilst in the care or responsibility of the hirer (even if it is not the fault of the hirer).
- Hirer may not have to pay the whole of the cost of repairing or replacing the product if the hirer has an insurance claim accepted by the insurance on the product.
- On demand, WDLC costs, including reasonable legal fees where permitted by law, unnecessarily incurred when collecting the equipment from the hirer under the Agreement.
- Hirer is responsible for all costs incurred, even if he/she has asked someone else to be responsible for them.

13. Warranty:

13.1. WDLC warrants that the product will correspond in all material respects with its description given at the time of delivery and for the duration of the contract.

13.2. The warrant in clause 13.1 does not apply where the defect arises from wilful damage, negligent use of the product, abnormal usage conditions, failure to follow WDLC's instructions (whether oral or in writing), misuse or alteration or repair of the product without WDLC's prior approval while the product is in the responsibility of the hirer in accordance with the terms of this contract.

13.3. Nothing in any contract or these conditions shall exclude or limit either party's liability for death or personal injury caused by negligence, for fraudulent misrepresentations or for any other liability which cannot be legally excluded or limited.

13.4. Where any valid claim in respect of any product which is based on any defect in the quality, condition or quantity of the product is notified to WDLC in accordance with these conditions, WDLC shall be entitled to replace the product free of charge, subject to availability of a similar product, but this shall be the hirer's sole remedy and WDLC shall have no further liability to the Hirer in this respect.

13.5. WDLC will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the contract that is caused by an event outside our control. An event outside our control is defined below in clause 13.6.

13.6. An "Event outside our control" means any act or event beyond our reasonable control, including without limitation performance of third party couriers, strikes, lock-outs, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shopping, aircraft, motor transport or other means of public or private transport.

13.7. If an event outside our control takes place that affects the performance of WDLC's obligations under a contract.

- WDLC will contact the Hirer as soon as reasonably possible to notify the Hirer; and

- WDLC's obligations under the contract will be suspended and the time for performance of WDLC's obligations will be extended for the duration of the event outside our control. Where the event outside our control affects WDLC's delivery of products to the hirer, WDLC will arrange a new delivery date with the hirer after the event outside our control is over.

14. Indemnity:

The hirer will indemnify and hold harmless WDLC against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, and costs arising out of or related to the hirer's use of the equipment.

15. Title:

15.1. All goods for hire purposes remain the property of WDLC.

16. Risk Protection:

16.1. Where the agreement is for a mobility scooter, then the hirer is to insure the product themselves.

17. What to do in case of accident or theft:

17.1. If the hirer has an accident, he must immediately notify WDLC and the insurance company. The hirer should get the names and addresses of everyone involved, including witnesses. The hirer should also make the product secure. and tell the police immediately if anyone is injured or there is a disagreement as to the facts. The hirer must then fill in an insurer's incident report form (which must also be filled in if the product is stolen) and send it to the address given as soon as practically possible. The hirer shall remain liable irrespective of whether he has completed this form.

18. WDLC's right to vary these terms:

18.1. WDLC may update these conditions periodically by giving the Hirer at least 30 days' advance notice in writing ("Notice Period") to the hirer's email address. If WDLC makes a change to the contract which would reasonably be regarded as being to the hirer's material detriment, the hirer may terminate the contract by giving WDLC written notice within 14 days of receipt of notice of the change from WDLC, such termination to take effect on expiry of the notice period

19. Information:

19.1. WDLC will maintain the personal information on the agreement as part of WDLC records to assist it to maintain and improve its administration and management. All data will be stored only for as long as necessary and will be destroyed when no longer required in accordance with GDPR.

20. Governing law:

20.1. 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.