

## British Red Cross Mobility Aids Service

### Equipment Hire Terms and Conditions (the "Terms")

These Terms set out the terms of hire for the mobility aids equipment described in the Confirmation of Hire form (the "Equipment") from the BRC.

These Terms apply where: (i) You are paying the BRC to hire the Equipment; (ii) Your local authority or local commissioning body is paying the BRC on Your behalf to hire the Equipment; or (iii) You are receiving financial assistance from the BRC to hire the Equipment.

We are the British Red Cross Society, a Royal Charter corporation registered in England and Wales with registered number RC000070 and a registered charity (number 220949 in England and Wales and number SCO37738 in Scotland) and whose national headquarters is at 44 Moorfields, London EC2Y 9AL ("BRC").

You can contact the BRC by sending an email to [mobilityaids@redcross.org.uk](mailto:mobilityaids@redcross.org.uk) or calling us on 0300 456 1914.

References to "You" or "Your" refers to the recipient of the Equipment and any person placing an order on their behalf (where relevant).

Please read these Terms carefully before agreeing to hire the Equipment. You can place an order by phone, in person, or online. By placing an order You confirm that You have read and agree to these Terms.

### 1. Orders of Equipment

1.1 We will accept Your order of Equipment when we contact You in writing to confirm we have accepted it. At this point a binding contract between You and the BRC will come into existence under the terms of these Terms and the Confirmation of Hire form (together "this Agreement").

1.2 Please note that we reserve the right to reject orders at our sole discretion, for example if there is a lack of availability of the required Equipment, and when this happens we will let You know as soon as possible and refund any sums You have paid in relation to the order (where applicable).

1.3 The Equipment remains the property of BRC and it is supplied on a short-term basis for the period set out in the Confirmation of Hire form ("Hire Period"), subject to clause 2.4 below. Nothing in these Terms transfers ownership in the Equipment from BRC to You.



1.4 You will keep the Equipment in a suitable and secure environment whilst in Your possession and You will maintain the Equipment in the same good operating condition as it was at the time it was delivered to You or when You collected it from BRC.

1.5 You must check that the Equipment is in good and safe working condition each time before use by either You or the user.

1.6 Equipment provided must be used in accordance with the instructions, demonstrations, and any guidance made available by BRC to You from time to time.

1.7 You must notify BRC immediately of any change to Your contact details.

1.8 This Agreement is personal to You and You are not permitted to assign or transfer any of Your rights and obligations under this Agreement to any third party without BRC's prior written consent.

1.9 By entering into this Agreement, You confirm that the user of the Equipment is under the maximum height and weight limit for the Equipment provided, as requested at point when placing Your order.

1.10 If our supply of the Equipment is delayed by an event outside of our control, we will contact You as soon as possible to let You know and do what we can to reduce the delay. As long as we do this we won't compensate You for the delay, but if the delay is likely to be substantial You can contact the BRC to end this Agreement and receive a refund for any services You have paid for in advance but not received, less any reasonable costs that the BRC has already incurred.

1.11 If You would like to make any changes to Your order after You have submitted it, please contact us as soon as possible and we will let You know if it is possible to change Your order and if this will incur any additional charges.

1.12 Descriptions of the Equipment are as set out in the Confirmation of Hire form. Please read any descriptions carefully. Please note that any pictures or images of the Equipment or its packaging are for illustration purposes only. The Equipment provided under this Agreement may vary from those pictures or images.

1.13 If You are a consumer, You must only use the Equipment for domestic use and You must not use the Equipment for commercial, business or resale purposes.

1.14 Where You are placing an order on behalf of another individual due to the recipient of the Equipment not having the capacity or ability to place the order on their own behalf, You are responsible for ensuring that the recipient of the Equipment complies with these Terms.



1.15 BRC may need to contact You during the Hire Period in relation to the Equipment. You must respond promptly to any such communications.

## 2. Eligibility for Equipment hire free of charge

2.1 You may be eligible for Equipment hire free of charge under this Agreement: (a) because the service is funded by Your local authority or local commissioning body and You meet their eligibility criteria; or (b) where You have contacted us about Your financial situation and have been provided with an Assistance Programme authorisation number by BRC in writing.

2.2 Eligible local authorities and local commissioning bodies for Equipment hire free of charge under clause 2.1 (a) are either as specified on the Confirmation of Hire form or otherwise as stated by BRC in writing from time to time.

2.3 Where You are eligible for Equipment hire free of charge under clause 2.1 (b) above, a valid/in-date Assistance Programme authorisation number must be submitted to BRC before the Equipment is supplied to You.

2.4 Where You are eligible for Equipment hire free of charge under 2.1 (b) above, the Hire Period must not exceed 6 weeks unless otherwise agreed in writing by BRC from time to time and at BRC's sole discretion.

2.5 Where the Equipment hire has been provided to You free of charge, we will ask You for a voluntary donation to help us cover the cost of running the service. Where such donation is given, the parties acknowledge and agree that the donation is not a payment for the Equipment or conditional on the provision of the Equipment.

## 3. Delivery of Equipment

**There are two delivery methods available to You dependent on Your location**

3.1 Direct to Customer delivery ("DTC") – unless otherwise agreed with BRC in accordance with clause 3.3, BRC will arrange for delivery of the Equipment to You via a courier service, subject to exceptions. Please note that if no-one is available to take delivery the relevant courier service provider will make arrangements with You for redelivery.

3.2 If the Equipment is being delivered via DTC, You must keep hold of the original packing box (if supplied) for the Equipment as this will be required for the collection of the Equipment at the end of the Hire Period. If another box is required to be supplied for the collection of the Equipment You can request one from BRC but this will incur an additional charge.



3.3 By contacting our contact centre on 0300 4561914, You may, where available in Your location, collect the Equipment in person from Your local BRC Hub or BRC Spoke during advertised opening hours ("HUB Collection").

3.4 Delivery via either DTC or HUB Collection is complete once You (or a third party You have arranged to be receive the delivery of the Equipment on Your behalf) have taken possession of the Equipment in accordance with clauses 3.1 or 3.3 (as appropriate).

3.5 If the Equipment is being delivered via DTC, the Hire Period will start from the day after the DTC is complete. If the Equipment is being delivered via HUB Collection, the Hire Period will start from the day the HUB Collection is complete.

3.6 Unless you are eligible for Equipment hire free of charge in accordance with clause 2, delivery cannot take place unless the full payment of the Hire Charges has been made (or, where applicable, payment of the first weekly payment and any delivery fees has been made) in accordance with these Terms.

3.7 Any delivery dates stated during the order process are estimates, unless we have agreed a specific delivery date with You in writing.

3.8 Whether the Equipment is being delivered by DTC or HUB Collection, we will do all that we reasonably can to deliver Your order within any delivery period specified or on the delivery date agreed with You. If Your delivery is delayed, we will attempt to contact You to let You know as soon as reasonably possible. However, we are not liable to You for any losses You incur if delivery is delayed because of circumstances beyond our reasonable control.

3.9 Please examine the Equipment as soon as reasonably possible after delivery. Should a defect in the Equipment be identified, You must notify BRC immediately by calling 0300 456 1914, so that BRC may take appropriate action to repair or replace the Equipment.

3.10 Once the Equipment has been delivered to You (or a third party You have arranged to receive delivery of the Equipment on Your behalf) the risk in the Equipment passes to You and You are responsible for the Equipment for the duration of the Hire Period for the risk of loss, theft, damage or destruction of the Equipment.

## 4. Return of Equipment

4.1 Unless otherwise agreed in writing with BRC, this Agreement will expire at the completion of the Hire Period. You must contact BRC at the end of the Hire Period to arrange return of the Equipment via a courier service on or following the completion of the Hire Period, subject to the exception at clause 4.2 below.



4.2 Where available in Your location, returns may be made in person to a BRC Hub or BRC Spoke, during the advertised opening times by contacting our contact centre on 0300 4561914.

4.3 If You choose to return the Equipment by arranging a third party courier/delivery service Yourself, instead of using a courier service arranged by BRC, then any return will not be complete until the Equipment has been received by a BRC representative at a BRC Hub or BRC Spoke during advertised opening hours. In such cases, You retain liability for the safe transport of the Equipment and will incur additional Hire/Loan Charges should the agreed Hire Period be exceeded.

4.4 The Equipment must be returned to BRC in good condition on or before the end of the Hire Period.

4.5 The Equipment must be returned in the same packaging it was delivered in.

4.6 BRC reserves the right to charge You for any unauthorised alterations to the Equipment, any missing parts or repairs required to the Equipment that are deemed to have been caused by carelessness or outside the expected 'wear and tear' through normal use.

## 5. Hire Charges

5.1 Where applicable, the charges for the hire of the Equipment (including any one-off delivery or collection charges for the Equipment) are as set out in the Confirmation of Hire form, unless they are otherwise notified to You by BRC in writing in advance of You placing Your order (the "Hire Charges").

5.2 Hire Charges include Value Added Tax (VAT) unless the person using the Equipment is eligible for disability zero-rated VAT (as defined by HMRC) and this has been declared at the point of hiring the Equipment.

5.3 Hire Charges are set at weekly rates and the minimum Hire Charge is set at the weekly rate.

5.4 If the Equipment is not returned or made available for an agreed collection at the end of the agreed Hire Period, BRC reserves the right to charge You an additional Hire Charge for any additional weeks where the Equipment remains in Your possession.

5.5 Where Equipment has not been returned or collected by the BRC within 28 calendar days of the end of the agreed Hire Period: (a) we will contact You and will endeavour to make arrangements to recover the Equipment; and (b) BRC reserves the right to apply to court to attempt to recover the Equipment or to charge You for the full replacement cost of the Equipment and/or any reasonable administration costs incurred by the BRC in relation to attempting to recover the Equipment from You.



5.6 Notwithstanding clause 9.1, if the BRC agrees to a reduction in the length of the Hire Period of 7 calendar days or more, You will be entitled to a refund of a proportionate amount of any Hire Charges paid in advance in relation to such period. Refunds will only be made for full weeks of any outstanding hire remaining, and only on return of the Equipment to BRC.

5.7 Refunds will be made to the payment card used at the start or the extension of the Hire Period.

5.8 If there has been an error regarding the Hire Charges provided prior to the acceptance of Your order we will try to contact You using the contact details provided when You placed Your order. We will give You the option to re-confirm Your order at the correct Hire Charges or to cancel Your order (and receive a full refund of any amounts paid in advance). If we are unable to contact You, we will treat the order as cancelled and where possible, we will notify You of this by phone or email.

## 6. Terms of Payment

6.1 Any applicable Hire Charges are payable in full for the entire Hire Period at the time of booking, and in full for any agreed extensions of the Hire Period at the time when the extension is agreed.

6.2 You are not entitled to withhold any payment or make any deductions from the agreed Hire Charge unless agreed in advance and in writing by BRC.

## 7. Courier Services

7.1 Please note that by consenting to these Terms, You are agreeing for BRC to share Your home address, and contact details with any courier services used either as part of the DTC service or to collect the Equipment at the end of the Hire Period. Any such courier service providers are, for the avoidance of doubt, third parties.

7.2 Please also note that terms and conditions relating to the DTC service and/or collection of the Equipment may be governed by the terms and conditions of the relevant courier service provider. In respect of the DTC service and/or collection of the Equipment only, in the event there is a conflict between these Terms and the relevant courier service provider's terms, the relevant courier service provider's terms will prevail.

7.3 To the extent permitted by law, BRC has no liability relating to any DTC services and/or collection of Equipment services provided under the terms and conditions of any relevant courier service provider.



## 8. How We'll Use Your Information

8.1 BRC will use Your personal data to perform its obligations under this Agreement, including when we need to contact You to discuss this Agreement and/or the Equipment. In addition, we will use Your data in anonymised form to help us better understand our customer needs and develop improvements to our service.

8.2 All our use of Your data will be in accordance with BRC's Privacy Notice as available at <https://www.redcross.org.uk/privacy>.

## 9. Your right to change your mind

9.1 If You are a consumer, You have 14 days after the date we confirm Your order to change Your mind and cancel Your order and the supply of the Equipment under this Agreement. However where You do cancel Your order, unless You are eligible for Equipment hire free of charge in accordance with clause 2, You are required to pay BRC for any period of the Hire Period that has elapsed up to the time when You cancel, in addition to the cost of delivery and collection of the Equipment.

9.2 If You change Your mind, please contact us using the contact details above. We will refund You any relevant amounts as soon as possible and within 14 days if You tell us You have changed Your mind.

## 10. If there is something wrong with the Equipment provided

10.1 If You think there is something wrong with the Equipment provided under this Agreement, please contact us using the contact details above.

10.2 We are required to provide You with Equipment that is as described under this Agreement, fit for purpose and of a satisfactory quality. You are entitled to ask us to fix or replace Equipment that has not been provided to You as described, fit for purpose and of a satisfactory quality, or receive a partial refund if we cannot fix or replace such Equipment.

## 11. Our liability to You

11.1 We are responsible for loss or damage You suffer that is a foreseeable result of our breaking our contract with You or our failing to use reasonable care and skill. Loss or damage is foreseeable when it is obvious that it will happen.

11.2 Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Agreement shall be limited to the greater of (i) £500; or (ii) the total Hire Charges paid by You under this Agreement during the 12-month period immediately preceding the date on which the claim arose.



11.3 We are not liable for business losses. We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.4 Nothing in these Terms excludes or limits our liability to the extent it cannot be excluded or limited under applicable law.

## 12. We can end our contract with You

12.1 We can end our contract with You and claim any compensation due to us if You do not make any payment to us when it's due and You still do not make payment within 14 calendar days of our reminding You that payment is due.

12.2 BRC may terminate this Agreement immediately if You are in material breach of these Terms and, having received a notice from BRC, have failed to remedy that breach within 14 calendar days.

12.3 We can end our contract with You at our convenience by giving You at least 30 days' notice. Where we do so we will refund any sums You have paid in advance for services which will not be provided.

12.4 If we end our contract with You under this clause 12, we shall arrange for the collection of the Equipment from You in accordance with clause 4.

## 13. Other important terms

13.1 No one other than us or You has any right to enforce any of these Terms.

13.2 We may transfer our rights under these Terms to another business without Your consent, but we will notify You of the transfer and make sure that Your rights are not adversely affected as a result.

13.3 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.

13.4 If You breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where You breach these Terms.

## 14. Governing Law and Jurisdiction

These Terms are governed by English law and You can bring legal proceedings in respect of the Equipment in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Equipment in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the Equipment in either the Northern Irish or the English courts.