



MOBILITY AIDS SERVICE EQUIPMENT HIRE AGREEMENT/TERMS OF HIRE

This Agreement sets out the terms of hire for the mobility aids equipment described in the Confirmation of Hire form from The British Red Cross Society (referred to in this Agreement as BRC), 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. 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 Equipment Terms of Hire carefully before agreeing to hire the Equipment. An order can be placed by phone, in person or online. Where an order is confirmed, You confirm that You have read and agree to these Equipment Terms of Hire.

1. Supply of Equipment

- 1.1 The Equipment remains the property of BRC and it is supplied on a short-term basis for a minimum of 1 week unless BRC agree this in writing with You ("**Hire Period**").
- 1.2 You are responsible for the Equipment for the duration of the Hire Period and the risk of loss, theft, damage or destruction of the Equipment passes to You as soon as You take delivery of the Equipment.
- 1.3 Should a defect in the Equipment be identified, You must notify the BRC Admin Office immediately by calling 0300 456 1914, so that BRC may take appropriate action to repair or replace the Equipment.
- 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 guidance given by BRC at the time of delivery/collection.
- 1.7 BRC may need to contact You during the Hire Period (for example, in the event that a product recall notice is issued). You must respond promptly and without delay to any request from BRC to return the Equipment.
- 1.8 You must notify BRC immediately of any change to Your contact details.
- 1.9 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.
- 1.10 You confirm that the user of the Equipment is under the maximum height and weight limit for the Equipment provided, as requested at point of delivery/collection.
- 1.11 BRC may terminate this Agreement immediately if You are in material breach of its terms and, having received a notice from BRC, have failed to remedy that breach within 14 calendar days.

2. Eligibility for Equipment Hire

2.1 You may be eligible for Equipment hire free of charge under this Agreement, where You have contacted us about Your financial situation and have been provided with an Assistance Programme authorisation number.

2.2 Where You are eligible for Equipment hire free of charge under 2.1 above, a valid/in date authorisation number must be submitted to BRC before the Equipment is supplied to You.

2.3. Where You are eligible for Equipment hire free of charge under 2.1 above, the hire period must not exceed 6 weeks.

3. Delivery of Equipment

3.1 Standard procedure will be that BRC will arrange for delivery of the Equipment via a courier service, subject to exceptions.

3.2 With prior agreement, by contacting our contact centre on 0300 4561914, you may collect the Equipment in person from the BRC Sheffield outlet during advertised opening hours only.

3.3 Delivery will be deemed to be complete once You have taken possession of the Equipment and agreed to the terms of this Agreement and paid the Hire Charge.

3.4 The Hire period will start from the day after delivery is complete.

3.5 Where You arrange for the Equipment to be delivered to a third party on Your behalf, You are responsible for any damage to the Equipment by the third party or any failure of delivery by the third party. Delivery will be deemed to be completed where the third party has taken possession of the Equipment.

4. Return of Equipment

4.1 Standard procedure will be that BRC will arrange for collection of the Equipment via a courier service, subject to exceptions.

4.2 With prior agreement, by contacting our contact centre on 0300 4561914, returns may be made in person to the BRC Sheffield outlet during the advertised opening times.

4.3 Should You choose to return the Equipment by a non-approved courier/ delivery service, then any return will not be deemed to be complete until such time as the Equipment has been received by a BRC representative at a BRC outlet or branch during advertised opening hours. In such cases, You retain liability for the safe transport of the Equipment and will incur additional Hire Charges should the agreed Hire Period be exceeded.

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

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

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

5. Hire Charges

5.1 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.

5.2 Hire Charges are set at weekly rates and the minimum Hire Charge is set at the weekly rate. Delivery and collection charge is a one off fee

5.3 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 for any additional weeks of Hire Charge that you are overdue.

5.4 Where Equipment has not been returned within 28 calendar days of the end of the agreed Hire Period, You are liable for the full replacement cost of the Equipment plus any overdue fees along with 4 additional weeks' of Hire Charge, and a 10% admin fee. Where Equipment has not been returned within 28 calendar days we also reserve the right to visit the address where the equipment is held to try and recover the equipment.

5.5 Any agreed reduction in the length of the Hire Period of 7 calendar days or more will be entitled to a refund. Refunds will only be made for full weeks of any outstanding hire remaining, and only on return of the Equipment.

5.6 Refunds will be made to the payment method used at the start or the extension of the Hire Period. Where a payment card was used, then payment will only be returned to that card. Any refund of cash or cheques will be made via bank transfer or cheque.

5. Terms of Payment

5.1 Hire Charges are either: (a) payable in full for the entire Hire Period at the time of booking, and in full for any agreed extensions of the Hire Period; or (b) where available, payable via BRC's weekly recurring payment option. Where payment is made via BRC's weekly recurring payment option, You shall pay for 1 week's Hire Charge up front and a weekly Hire Charge will then be deducted from Your payment card for each week of additional hire (up to a maximum of 19 weeks).

5.2 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.

6. Courier Service

6.1 Please note that by consenting to these terms and conditions you are agreeing for BRC to share your home address, and contact details with the courier service which, for the avoidance of doubt, is a 3rd party.

6.2 Please also note that terms and conditions relating to the delivery and collection may be governed by the terms and conditions of the respective courier. In respect of the delivery and collection of the Equipment only, in the event there is a conflict between these terms and the courier terms, the courier terms will prevail.

6.3 BRC does not accept any liability relating to the courier delivery and collection service.

7. How we'll use Your information

BRC will use Your personal data to perform its obligations under this Agreement and 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. All our use of Your data will be in accordance with BRC's Privacy Notice <https://www.redcross.org.uk/privacy>. We will not use Your personal data for any direct marketing purposes unless we have Your consent.

8. Capacity

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 shall ensure that the recipient of the Equipment complies with the terms of this Agreement.

9. 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.

EQUIPMENT HIRE