



## 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 Hub 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. Delivery of Equipment

2.1 You may collect the Equipment in person from the BRC outlet or branch during advertised opening hours only. 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.

2.2 Subject to additional arrangement, and for the payment of an additional fee, You may arrange for a home delivery of the Equipment where this is available. Under these arrangements, delivery will be deemed to be completed once You have accepted possession of the Equipment at the delivery address.

2.3 Where You arrange for the Equipment to be collected by 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.

## 3. Return of Equipment

3.1 The Equipment must be returned either to a BRC outlet or branch and into the possession of a BRC representative during the outlet/branch advertised opening hours or to the BRC approved courier/delivery service (under separate home delivery options).

3.2 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.

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

3.4 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.

### Return of Wheelchairs for Servicing

3.5 In accordance with the manufacturer's instructions, any wheelchair supplied to You under these Equipment Terms of Hire ("Wheelchair") must be serviced by BRC no later than 12 weeks from the date of its delivery to You in accordance with clause 2 above ("Delivery Date").

3.6 You must return the Wheelchair to BRC no later than 12 weeks from its Delivery Date ("Service Delivery Date"). Should you require use of the Wheelchair beyond 12 weeks BRC will provide you with an alternative Wheelchair and the terms of this Agreement will apply to such alternative Wheelchair.

3.7 Clauses 3.1 to 3.4 apply in relation to the return of the Wheelchair.

3.8 Any failure by You to return the Wheelchair in accordance with this clause 3 before the Service Delivery Date is a material breach of the terms of this Agreement and BRC is entitled to terminate this Agreement immediately without further notice and require that You return the Wheelchair immediately.

3.9 To the extent permissible by law BRC accepts no responsibility or liability for any losses, damages, costs and expenses suffered or incurred by You or any third party in connection with or related to your retention of the Wheelchair after the Service Delivery Date.



## 4. Hire Charges

4.1 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.

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

4.3 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 2 additional weeks Hire Charge.

4.4 Where Equipment has not been returned within 14 calendar days of the end of the agreed Hire Period, You are liable for the full replacement cost of the Equipment plus 2 additional weeks' Hire Charge.

4.5 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.

4.6 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. 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.

## 7. 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.

## 8. 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.