

General Conditions for the Hiring of Equipment

Fit Hire Ltd.

- 1. DEFINITIONS AND LAW.** The hired item(s) specified overleaf are hereinafter referred to as the Equipment. Fit Hire Ltd. is the Owner and Bailee of the Equipment and is hereinafter referred to as the Owner. The invoice shown overleaf is hereinafter referred to as the Hirer. The law of England and Wales shall govern the rights and obligations of the parties to this contract: the construction of the same, and so far as possible, all other matters arising out of or connected with the making, execution and termination of the same.
- 2. BASIS OF BOOKING AND CHARGING.** The Hirer agrees to a preliminary credit check under the guidelines of the relevant laws, in order to establish creditworthiness for this Hire – see details of this under the “Use of your information” section at the foot of this page. Any Hire confirmed by the Hirer or its agent in writing, and subsequently cancelled within 1 working day (Mon-Fri) of delivery will incur a charge of 25% of the first Hire invoice (excluding the delivery charge), payable within 7 days. In addition, if a Purchase Order has been received and the Hire is subsequently cancelled prior to delivery, the 25% charge will apply. The Hirer will pay the hire charges agreed and shown on the related invoice(s), which will commence from the time and at the same rate(s) and continue during the term until the Equipment is restored to the Owner in a clean and serviceable condition against the Owner’s receipt. All charges are payable on demand, and include Value Added Tax at the prevailing rate on the date of invoice.
- 3. CARRIAGE CHARGES.** Hire charges do not include carriage other than specified on the initial invoice, and any reasonable expenses incurred by the Owner in delivering, recovering or attempting the same will be paid by the Hirer. Large Equipment may incur an installation charge. Where carriage charges are quoted by the Owner, such charges will include a maximum of 60 minutes (per machine) attendance by the Owner’s vehicle and staff. Further time will be paid by the Hirer unless otherwise agreed in writing, as will an unsuccessful delivery (or collection) as a result of the Hirer not informing the Owner that they (or their signee) will not be present at the arranged time. Each unsuccessful delivery (or collection) will be charged at half the rate of the total carriage charge.
- 4. MINIMUM PERIOD OF CONTRACT.** The contract will terminate not earlier than 26 weeks from the commencement date, unless previously agreed in writing by both parties. If the Equipment is returned to the Owner before the agreed minimum period has expired, the minimum term cost must be paid.
- 5. EXTENT OF CONTRACT.** The contract commences when instructions have been received from the Hirer and accepted by the Owner and terminates when all parties have discharged their contractual obligations. The Equipment is hired out subject to the terms overleaf and herein set out. All terms whatsoever other than those expressly set forth herein are hereby excluded.
- 6. RESPONSIBILITIES OF THE PERSON SIGNING.** The person signing the contract warrants that he/she has the authority of the Hirer to make this contract on the Hirer’s behalf. The Hirer hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not so. The Hirer hereby acknowledges that instruction has been given in the operation and use of the Equipment. The Hirer hereby undertakes to ensure that no person uses the Equipment who is not properly instructed and shall not allow the Equipment to be misused.
- 7. DELIVERY IN GOOD ORDER.** The Hirer, having been afforded an opportunity to inspect the Equipment, agrees that it is hereby deemed to be in good working order and wholly free from visible and/or reasonably ascertainable damage at the time of delivery. Any damage must be noted overleaf and signed by both the person signing the contract and the Owner or driver.
- 8. WHEN THE SIGNATURE BECOMES OPERATIVE.** Where, for administrative convenience, the Hirer is requested by the Owner to sign a contract and/or delivery note before the goods are handed over, the Hirer agrees to examine the goods at the time of physical hand over, and the effect of such signature will not become operative until immediately after the physical hand over.
- 9. RESPONSIBILITY OF THE OWNER.** The Owner will indemnify the Hirer against all breakdowns and will carry out maintenance of the Equipment (except belt tensioning on treadmills – a simple once per week check) whilst on hire, unless it becomes damaged beyond acceptable wear and tear, in which case the Owner shall replace such Equipment. The Equipment will carry a current Portable Appliance Test certificate or label where necessary. Public Liability Insurance will be in force for all users (with the Hirer’s express permission) aged 16 years or more. Any damage caused solely by the Owner or its Agent while moving the Equipment will be rectified at the Owner’s expense, except where the Hirer fails to ensure adequate access for safe passage and delivery of the Equipment (see clause 10).
- 10. RESPONSIBILITY OF THE HIRER.** The Hirer shall make available, if agreed in advance, assistance for loading and unloading the Equipment at the address specified by the Hirer, and likewise at the Owner’s premises when transported by the Hirer or his agent. The Hirer shall inform the Owner (prior to delivery) of any issues which may cause the delivery (or collection) to be hazardous. This includes stairs, steps, low ceilings, steep slopes, insecure paths, ice, snow, dangerous animals and hazardous materials. Where the Equipment must pass through a restricted space, i.e. narrow doorway, the Hirer must take accurate measurements, if requested by the Owner, prior to delivery. Any inaccurate measurements resulting in an unsuccessful delivery will incur the full carriage charge despite the hire not commencing. The Hirer’s responsibility commences on receipt of the Equipment or on delivery, and ends when the Owner is in full possession of the Equipment. The Hirer agrees that he/she will not sell or otherwise part with the Equipment.
- 11. RESPONSIBILITY OF THE HIRER – THIRD PARTY.** The Hirer shall, at all times and in all respects, indemnify the Owner against and from, any and every reasonable expense, liability, loss, claim or proceeding whatsoever incurred by it in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to the hirer and injury to any servant, employee, relation or agent of the Hirer) and in respect of damage to any property whatsoever (including the Equipment) arising out of, or in connection with, or consequent upon the hire, delivery, use, misuse, non-use, repossession, collection return or non-return of the Equipment or any part thereof, provided that such indemnity shall not extend to circumstances where the Owner or its employees, servants or agents have acted negligently or in breach of these General Conditions or where such injury results from Equipment which is faulty or not fit for purpose. It is the responsibility of the Hirer to ensure that all users understand the importance of immediate fault reporting. Any fault must be reported to the Gym / Business manager and the Equipment taken out of use (including a sign to this effect) until the Owner gives permission for its recommissioning. The full cost of repairing the Equipment will be passed on to the Hirer if it can be shown that the Equipment has suffered damage as a result of use whilst faulty or damaged.
- 12. EXTENDED HIRE.** When the initial charge period has passed, the hire is assumed to continue unless the Hirer informs the Owner, giving 7 days notice that the hire is ending. In order to prevent unpaid hire, the Hirer agrees to pay for any extended hire period by a method agreed by both the Hirer and Owner, and as shown on the related invoice(s).
- 13. ELECTRICAL EQUIPMENT.** Where the Equipment comprises electrical components in part or in whole the same should be used with plugs and sockets as provided by the Owner, but if temporarily replaced with other suitable plugs or sockets, this must be carried out by a qualified person. Under no circumstances should the Equipment be used without earthing unless it is of double insulated construction.
- 14. MAINTENANCE OF EQUIPMENT AND BREAKDOWN PROCEDURES.** The Hirer shall keep him/herself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of the Equipment must be immediately notified to the Owner. Under no circumstances must the Hirer repair or attempt to repair the Equipment, unless authorised by the Owner. Such Equipment may be returned to the Owner’s premises for examination, or when it is necessary to visit the Hirer’s premises, the Hirer agrees to pay carriage if it is deemed that the breakdown is a result of incorrect usage or vandalism. Hire must be paid up to date prior to a repair being carried out.
- 15. REMOVAL OF EQUIPMENT.** Equipment must not be removed from the address specified by the Hirer when the Equipment was delivered (or collected from the Owner), or from any subsequently authorised address, without the express permission of the Owner. The Owner reserves the right to charge the Hirer all of its costs for moving the Equipment for the Hirer.
- 16. CONSEQUENTIAL LOSSES.** The Owner shall not be liable for any consequential expense, liability, loss or claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, or repossession of the Equipment, or any part thereof provided that, in any such case, the Hirer shall not be liable to pay the charge.
- 17. LOST, NON-RETURNED, DAMAGED OR UNCLEAN EQUIPMENT.** The Equipment must be insured against fire and theft by the Hirer whilst on hire at the address specified overleaf or an address subsequently approved by the Owner. When the Equipment is lost or stolen or cannot be retrieved by the Owner, the hire will be deemed to end when the Hirer pays to the Owner the current market retail value of the Equipment. The Hirer agrees to pay the Owner all costs incurred by the Owner in rectifying the condition of the Equipment when damaged, used incorrectly, or unclean (allowing for normal wear and tear). **Treadmill damage as a result of a towel falling into the moving belt is deemed incorrect usage – all users must be made aware of this.** Hire charges will continue until such rectification is complete.
- 18. DETERMINATION OF HIRE.** The Hirer must inform the Owner in writing when the Hire is to be terminated; otherwise it is deemed to continue at the prevailing rate. The Owner and/or the Hirer shall be entitled at any time and for any reason whatsoever, without explanation, to terminate this contract (such termination to be effective 28 days after notice of termination has been received by the Owner or Hirer, as applicable – unless collection is necessitated by non-payment of Invoices) and in the case of the Owner, to repossess the Equipment or any part thereof. The Hirer agrees that all balances owed to the Owner will be paid by the date of collection, including all balances relating to the purchase of the Equipment, if any (post hire). Should outstanding hire related charges be unpaid beyond 28 days from the invoice date, the Owner reserves the right to charge interest on the remaining balance at a rate of 2% per calendar month and to retrieve, from the Hirer, any costs incurred by the Owner in collection of any outstanding balance.
- 19. RIGHTS OF ACCESS.** The Hirer hereby authorizes the Owner, upon production of this document or appropriate identification, to enter upon any premises (during normal business hours in the case of the Equipment being kept in a Commercial property) wherein the Owner reasonably believes any Equipment, or part thereof, to be, and if, and in so far as, the Owner in his absolute discretion deems necessary, to inspect, test, repair replace or repossess the same, under the terms of these General Conditions.
- 20. SEPARATE TERM VALIDITY.** Should any term in this contract be held to be invalid, such invalidation will not affect the validity of the remaining terms.

Use of your information

Fit Hire Limited will check your Company financial information in advance of any Hire Contract under the relevant laws of England and Wales. This is necessary to prevent fraud, and protect your business against unlawful practice using its name. Fit Hire Limited is also licenced to offer credit under Consumer Credit Licence no. 644534, in accordance with the Consumer Credit Act 1974. If you are a Sole Trading business, in considering this agreement with you, we reserve the right to search your credit record with a credit reference agency, who will designate a credit score based on the information they have access to. They will add, to their record about you, details of our search, and this will be viewable by other organisations that make searches. This and other information about you, and those financially linked to you, may be used to make credit decisions about you and those financially linked to you. We will also add to your record with the credit reference agencies regarding your agreement any default or failure to keep its terms. These records can be shared by the credit reference agencies with other organisations and may be used and searched by us and them to:

- consider applications for credit and credit related services, such as insurance, for you and any financially associated person.
- trace debtors, recover debts, prevent or detect money laundering or fraud, and to manage your account(s).

Please telephone or write to us at the telephone number / address stated overleaf if you want to have details of the credit agencies or any other agencies from whom we obtain, and to whom we pass, information about you. You have a legal right to these details. You have a legal right to receive a copy of the information we hold about you.

Use of associated records

Before entering into this agreement we may search records at credit reference agencies which may be linked to your director(s), or other businesses you are linked to financially. For the purposes of any application of this agreement you may be treated as financially linked and you will be assessed with reference to “associated records”.

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result, an “association” will be created, which will link your financial records, and your associate’s information may be taken into account when a future search by us or another lender/hirer is carried out, unless you file a “disassociation” at the credit reference agency.