

Standard Terms and Conditions of Sale and Services – Fit Hire Ltd

1 Conditions

- 1.1 These Conditions set out the Terms and Conditions on which we will supply Goods to you. Please read them carefully before you submit your Order to us. They also set out who we are, how we will provide Goods and/or Services to you, how you or we may end the contract, and other important information.
- 1.2 These Conditions will apply to all Contracts for the sale of Goods or provision of Services by Fit Hire Ltd to you, to the exclusion of all other Terms and Conditions including any which you may attempt to apply under any other document.
- 1.3 Nothing contained in these Conditions is intended to (nor shall it) affect the statutory right of you as our Customer.

2 Definitions and Interpretation

- 2.1 In these Conditions the following words have the following meanings: “Fit Hire Ltd” (also referred to as “we”/”us”) means Fit Hire Ltd (Registered Number 5668205) whose registered office is Unit 2 Poppets Business Park, West Harting Road, South Harting, GU31 5BG).

“Conditions” means these Terms and Conditions as amended from time to time in accordance with clause 14.2

“Contract” means the Contact between us and you for the sale of Goods or supply of Service, in accordance with and incorporating these Conditions.

“Customer” (also referred to as “you”) means you, the person(s) purchasing the Goods and/or Services from us, either as a consumer or on behalf of a commercial entity.

“Goods” means any goods agreed to be supplied to you by us in accordance with the Contract.

“Order” means the request from you for Goods and/or Services to be provided by us communicated to us by whatever means.

“Order Confirmation” means the written confirmation issues by us accepting your Order.

“Services” means any services agreed to be performed by us for you in accordance with the Contract including the installation of Goods and provision of storage facilities.

3 How to Contact Us

- 3.1 We are Fit Hire Ltd of Unit 2 Poppets Business Park, West Harting Road, South Harting, GU31 5BG. We are registered in England and Wales under company number 7668205 and our VAT registration number is 768819074.
- 3.2 If you have any complaints or wish to cancel the Contract in accordance with clause 10, please call us on 01730 825050.
- 3.3 If you are returning Goods in accordance with clause 10, they should be sent to the above address.

4 Contract Formation

- 4.1 All Orders placed for Goods and/or Services are deemed to be an offer by you to purchase Goods and/or Services pursuant to these Conditions.
- 4.2 Acceptance of such Offer shall only take place when we confirm this to you in writing, at which point a Contract will come into force between the parties. Any Goods and/or Services requested in the same Order which we have not confirmed in writing do not form part of that Contract.
- 4.3 Any information on our website or completion of your details, or clicking any button or icon, indicating that you are making an Order does not, and is not intended to, constitute a binding Contract between you and us. Any Order shall be accepted entirely at our discretion.
- 4.4 Any quotations or estimate provided by us to you is given subject to these Conditions. Without prejudice to our right not to accept an Order, quotations will be valid for a period of 30 calendar days from the date the quotation is provided to you.
- 4.5 If we are unable to accept your Order, we will inform you of this in writing. No Contract shall be formed and you will not be required to make any payment to us in respect of those Goods and/or Services. This may be because of unexpected limits on our resources, because we have identified an error in the price or description of the Goods and/or Services, or because we are unable to meet a delivery deadline specified by you.
- 4.6 In the event of a pricing error that we become aware of, we will notify you. You will then have the option to proceed at the correct price or to cancel the Order. If you choose to cancel the Order any monies already paid to us by you in relation to the relevant Goods and/or Services will be refunded.

5 Price and VAT

- 5.1 The price for the Goods and/or Services shall detail the amount of VAT applicable. Unless otherwise agreed by us, the price of the Goods or Services does not include delivery or installation. These will be quoted for separately based on access from the kerbside to the final destination (room). Our costs do not allow for any removal or dismantling of furniture, doors, windows or other obstructions that may hinder delivery. These are your responsibility.
- 5.2 If you place your Order online, you will need to make payment of the price of the Goods and/or Services in full as shown in the Order Confirmation at the time you place the Order, unless otherwise agreed with us in writing. Legal ownership becomes yours on delivery.
- 5.3 If you place your Order in response to a quote, you will need to make full payment of the price of the Goods and/or Services as shown in the relevant quote and invoice prior to delivery, unless otherwise agreed in writing. Legal ownership becomes yours on delivery.

- 5.4 We will not deliver the Goods and/or perform Services as agreed until we have received payment of the full sum set out in the relevant invoice (and here 'received' means the funds have cleared in our bank account, or processed through our card machine).
- 5.5 You will make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise (other than those permitted by law).
- 5.6 If any sum due from you to us under the Contract, or any other Contract is not paid on or before the due date for payment, then all sums owing by you to us shall become due and payable immediately and we shall be entitled to:
- (a) cancel or suspend its performance of the Contract or any Order including suspending delivery of the Goods;
 - (b) require you to pay for Goods prior to their dispatch or collection from our place of business; and
 - (c) charge you for:
 - (i) interest calculated on a daily basis on all overdue amounts (whether before or after judgment) at the rate of 4% per annum above Barclays Bank PLC's base rate prevailing from time to time until payment is made in full;
 - (ii) any reasonable debt recovery costs incurred whilst attempting to recover the amount due
 - (iii) the cost of obtaining a judgement or payment to include all reasonable professional costs (including legal fees) to pursue the debt.

6 Leasing Terms

If a lease is used to pay for the Goods the payment terms will be unique to the lease provider. Ownership of Title will only pass to you on payment of all instalments plus any secondary or final payment as shown in the relevant documentation.

7 Delivery Leasing Terms (see separate note)

7.1 Delivery of the Goods will be to the address specified in your correspondence and our confirmation. Unless otherwise stated, the Goods become your risk on completion of the delivery.

7.2 When delivery will be made

Our aim is to deliver the Goods and/or Services within 30 days of issuing confirmation unless agreed otherwise between you and us. It will not always be possible to do this, and it is agreed by both parties that we cannot guarantee that we will deliver the Goods and/or perform the Services within 30 days.

7.3 If the Goods are not in stock at the date of issue of the invoice, we will notify you when they are ready to despatch and you must contact us within 7 days of receiving this notification to arrange a date for delivery of the Goods that falls within 21 days after the date of the notification. If you have not taken delivery of the Goods before this delivery deadline, we will store them until delivery takes place and will charge the costs of storage to you.

7.4 We may at our own discretion arrange for the Goods to be delivered in instalments on more than one delivery date, and in those circumstances each delivery will be deemed to be a separate Contract and may be invoiced separately.

7.5 Any dates specified by us for delivery of the Goods or performance of the Services are intended to be an estimate only, and we will not be liable for any delay in delivery or non-delivery of the Goods that is caused by any unexpected event that is beyond our control, or due to your failure to provide us with adequate delivery instructions, or any other instructions that are relevant to the supply of Goods.

7.6 If for any reason you do not accept delivery of any of the Goods when they are ready for delivery as agreed, or we are unable to deliver the Goods on time because you have not provided appropriate instructions, documents, licences or authorisations, or otherwise not complied with your obligations under the Contract in respect of the Goods, the Goods will be deemed to have been delivered, at 5:00pm on the day on which the attempted delivery by us took place. Upon deemed delivery risk will pass to you (including for loss or damage caused by the signees negligence) and we may:

- (a) store the Goods until actual delivery whereupon you will be liable for all related costs and expenses (including without limitation storage, re-delivery, and insurance costs); or
- (b) if no redelivery date has been agreed within 7 days of deemed delivery, sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge you for any shortfall below the Contract price.

8. Provision of Installation Services

8.1 Where necessary we will provide a 2 person team as a minimum to install the Goods. This may include sub-contractors under our instruction.

8.2 You must notify us with at least 24 hours notice if you wish to cancel the booked installation, or you may be charged for a failed delivery.

8.3 You are liable for any incidental charges necessary to allow the Installation Services to be performed (for the avoidance of doubt, incidental charges will include the removal of fixtures and fittings including doors, windows and any items necessary to permit us to complete the Installation Services as agreed).

9 Provision of Storage Services

9.1 Where we agree to provide Storage Services to you for the Goods, we will on receipt of the Goods prepare and send to you an inventory which will be conclusive evidence of the Goods stored unless you notify us in writing of any error in the inventory within 7 days of receiving it. Such indication shall not be effective unless acknowledged by us in writing to you.

- 9.2 The Storage Services shall commence on the date of receipt of the Goods by us and will continue until terminated in accordance with clause 9.5.
- 9.3 Payment for Storage Services for the initial 1 month period will be payable in advance. After the initial 1 month period, payments for Storage Services will be payable a month in advance. No refund will be made to you if Goods are removed from the storage location by you during the initial 1 month period.
- 9.4 We will be entitled to revise any Storage Services charges from time to time, and will give you at least 28 days' notice of an increase in charges, such increase to take effect at the beginning of the next invoicing period.

9.5 Termination of the Storage Services:

- (a) You shall not be entitled to terminate the Storage Services within the initial 1 month period;
- (b) You shall be entitled to terminate the Storage Services after a 1 month period by giving us at least 1 week's notice in writing. The notice shall not be effective unless received by us. On releasing the Goods with less than 1 week's notice, we reserve the right to charge for the full 1 month period.
- (c) On termination of the Storage Services you shall immediately pay us all outstanding invoices for storage.
- (d) We shall be entitled to refuse to release the Goods if you fail to comply with your obligation under clause 9.5 (c).

9.6 Handling

We reserve the right to charge a handling fee in relation to transportation of the Goods to or from our storage premises, including when you use your own transport, and make use of our facilities, staff or machinery to load or unload the Goods.

10 Cancellation Rights - Consumers

Where the Contract is concluded as a distance Contract or off-premises Contract (as defined by the Consumer Rights Act 2015) the following provisions shall apply:

- 10.1 You have a limited right to change your mind and cancel the Contract to receive a refund. The right to cancel can be exercised by you in the case of the supply of Goods from the time the Contract is concluded until the expiry of 14 days beginning with the day after the day you receive the Goods or in the case of provision of Services from the time the Contract is concluded until the expiry of 14 days beginning with the day after the day the Contract was concluded. You should note that where you have agreed that we can start to perform the Services within 14 days of the Contract being formed, you will have lost your right to cancel the Contract in its entirety and you will still be liable to pay for those Services already performed at the time of cancellation.
- 10.2 To cancel the Contract in accordance with this clause 10, you must do so in writing to the contact details set out at clause 3 above. On cancellation you must retain possession of the Goods and ensure they remain in a good condition until returned to us in accordance with clause 10.3.
- 10.3 After cancellation, you must send the Goods to us within 14 days. All transport costs in relation to the return of the Goods are to be paid by you whether you return the Goods or arrange for us to collect the Goods, unless the Goods have a defect or are not in accordance with the Contract, in which case we will meet the transport and collection or redelivery costs. The costs of collection by us will depend on the number of items to be returned, availability of a delivery vehicle, your location, and the complexity of removal.

11 Warranties

- 11.1 The Order Confirmation will specify in each individual case the type of warranty, if any, given to you by us in respect of the Goods and further details in respect of any warranty given. The Order Confirmation will specify whether the Goods have:
- (a) a full manufacturer warranty (applicable to new products)
 - (b) a fixed term parts and labour warranty (applicable to refurbished products)
 - (c) no warranty (applicable to older products)
- 11.2 If you establish to our reasonable satisfaction that there is a defect on the materials or workmanship of the Goods or there is some other fault under the Contract within the warranty period, you must notify us within 7 days of discovering the fault, and we will:
- (a) in the case of "new" products:
 - (i) invoke the manufacturer's warranty; and
 - (ii) act as a conduit for all communications between the Customer and manufacturer in relation to such warranty
 - (b) in the case of Goods with a parts and labour warranty either:
 - (i) repair or make good the defect or failure in such Goods free of charge to you (including all costs of transportation of any Goods or materials to and from you for that purpose); or
 - (ii) replace the defective Goods with Goods which are in all material respects in accordance with the Contract; or
 - (iii) issue a credit note to you in respect of the whole or part of the Contract price of such Goods as appropriate having taken back such defective Goods or materials provided that our liability under this warranty shall in no event exceed the purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of our liability under this parts and labour warranty.
- 11.3 We shall not be liable under any of the warranties named above:

- (a) for any defect arising in the Goods as a consequence of fair wear and tear, wilful damage, negligence, abnormal working conditions, your failure to follow our instructions (whether oral or in writing), any misuse or any alteration or repair of the Goods without our prior written approval;
- (b) if the total price for the Goods has not been paid by the due date for payment;
- (c) for any defect or failure in the Goods where such defect or failure has arisen as a consequence of being manufactured in accordance with any design, specification, instruction or recommendation requested by you;
- (d) for any type of defect, damage or wear and tear specifically excluded by us or our suppliers;
- (e) if you make any further use of the Goods after giving notice to us in accordance with Clause 11.2;
- (f) for any Goods which have been sold to a third party by you or where you have parted with possession of the Goods;
- (g) for any Goods which have been repaired or altered, including any installation of parts or accessories without the prior approval from us;
- (h) for any damage to the Goods due to natural elements (including but not limited to floods) or resulting from accidents;
- (i) for any Goods where any modifications or alterations that have been carried out which have neither been provided for nor authorised by us, or which have been carried out without complying with the technical instructions specified by us;
- (j) for any Goods which you have failed to maintain in accordance with the operations manual provided to you by us in relation to the Goods and/or our instructions, including the preventative maintenance advice supplied by us, at the intervals specified;
- (k) for any Goods which have been vandalised, abused, including overloading, or in circumstances where you have failed to comply with the instructions given in the User Manual and/or our instruction; or
- (l) if you fail to ensure that the Goods are provided with a full service (at your expense) within 12 months of the date of delivery of the Goods.

For the avoidance of doubt, the warranty is personal to you and will not transfer to any subsequent buyer who purchases the Goods, or any person who obtains the Goods from you by any other means.

11.4 For the avoidance of doubt, the parts and labour warranty does not cover:

- (a) provision of free of charge routine maintenance, periodic checks and adjustments in respect of the Goods;
- (b) the replacement of parts (including consumable items) subject to normal wear and tear taking into account usage of the equipment;
- (c) Equipment which is located and used away from the main building (i.e. outhouse, shed, barn, unheated garage) or in a swimming pool room
- (d) or where the Goods are sold to you without a warranty

11.5 The warranties set out in this Contract are the only warranties which shall be given by us and all warranties, Conditions and other Terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12 Limitation of Liability

Goods

- 12.1 If the Goods we deliver are not what you ordered, or are damaged or defective, or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address (as in clause 3.1) stating the problem within 30 working days of the delivery of the Goods in question.
- 12.2 If the Goods we deliver are (or become) faulty over 30 days after the date of delivery of the Goods in question, you may notify us of the problem in writing at our contact address (as in clause 3.1).
- 12.3 If you notify a problem to us under this clause 12, our only obligation will be to honour the warranty as stated at the time of order:
 - (a) to make good any shortage or non-delivery;
 - (b) to replace or repair any Goods that are damaged or defective; or
 - (c) to refund to you the amount paid by you for the Goods in question in whatever way we choose
- 12.4 We shall not be liable for any defect or failure in the Goods where such defect is as a consequence of your failure to follow our oral or written instructions or the manufacturer's written instructions as to the storage, commissioning, installation, use and maintenance of the Goods nor, if applicable, in any of the circumstances set out in clause 11.3.
- 12.5 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this clause 12, and we shall have no liability to pay any money to you by way of compensation, other than to refund to you the amount paid by you for the Goods in question.
- 12.6 You must observe and comply with all applicable regulations and legislation in relation to any export, import or permits to purchase goods from us.

Services

- 12.7 We aim to carry out the Services with reasonable care and skill. If any part of the Services is deemed to be in breach of our Contract with you, we will correct the relevant part(s) of the Services at our expense. Any notification of an unsatisfactory Service must be notified within 7 days after which, we reserve the right to charge for any corrective work.
- 12.8 Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the price paid for the Goods and/or Services.
- 12.9 Except to the extent permitted by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any negligence or breach of the Contract on our part, and we shall have no liability to pay any money to you by way of compensation other than to refund to you the price you have paid to us.
- 12.10 Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights you might have as a Consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence or the negligence of our employees, agents or subcontractors.

13 Data Protection

We will only use your personal information as set out in our Privacy Policy, a copy of which can be found on our website or are available on request by contacting us on the detail set out in clause 3.

General

14 Entire Agreement

- 14.1 These Conditions and the Order Confirmation set out the whole of our agreement relating to the supply of the Goods and the provision of Services to you by us and shall supersede and replace all documents, representations and understandings between you and us previously relating to this subject matter. Nothing said by any salesperson, agent, employee, Director or other representative on our behalf should be understood as a variation of these Conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
- 14.2 Any variation to these Conditions or representations about the Goods shall have no effect unless expressly agreed in writing and signed by both parties.

15 Invalidity

If any part of these Conditions is held to be invalid or unenforceable for any reason (including any provision in which we exclude our liability to you) the validity and enforceability of any other parts of these conditions will not be affected.

16 Law and jurisdiction

The validity construction and performance of this Contract shall be governed by and be construed in all respects in accordance with English law and all disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English courts to which you and we submit.

17 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Contract this is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

18 Waiver

The waiver by either party of any right or remedy under the Contract or by law is only effective if given in writing and shall not prevent the subsequent enforcement of that breach or default and shall not be deemed to be a waiver of any subsequent breach or default of that or any other provision.