

# THIS IS A HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

## Between

- (1) **US**, Queen Elizabeth's Foundation for Disabled People having our registered office at Leatherhead Court, Woodlands Road, Leatherhead, Surrey, KT22 0BN and registered in England and Wales with company number 892013 and registered charity number 251051; and
- (2) **YOU**, and your contact details are:

Name:	
Address:	
Postcode:	
Contact Telephone No:	

## KEY FINANCIAL INFORMATION

### 1. Description of Equipment

**(\*) If assessed at Birmingham or Leeds, please enclose a copy of your report, which will be treated in confidence, so that we can ensure that we provide the right items/best substitute.**

Equipment	Size/ serial number	Total number of hire days	Nominal hire cost (collection) £60	Nominal Hire cost (courier) £120	Daily rate first 7 days £10/day	Daily rate after 7 days £5/day	TOTAL HIRE COST
MERU TravelChair							
<b>Burnett Support (++) (*)</b>							
• Base							
• Back							
• Complete - head, back and sides							
<b>Stabilo (++) (*)</b>							
• Comfortable Base cushion							
• Comfortable Back cushion							
• Comfortable plus Back cushion							
• Comfortable plus duo							
Other (please state)							

If multiple items are required, e.g a base and a back cushion, then this is treated as a single hire. For Stabilos, a thoracic strap and pump is also included.

If specific time of delivery required or for delivery other than the UK, then additional charges will be levied.

2. **Payments (VAT not payable)**

2.1 If you sign the agreement more than six weeks prior to the date of delivery:

2.1.1 50% of the total hire cost shown above shall be payable by you on your signing of this agreement (refundable on non-acceptance by us or cancellation by you); and

2.1.2 the remaining balance shall be payable by you within six weeks of the date of delivery.

2.2 If you sign the agreement within six weeks of the date of delivery, the full amount of the total hire cost shown above shall be payable by you on your signing of this agreement (refundable on non-acceptance by us or cancellation by you).

2.3 If you fail to return the Equipment within four working days following the expiry of the total number of hire days set out in paragraph 1 above, you shall pay, on demand, a daily rate of £10 for each item of Equipment.

3. **Rental variation**

We reserve the right to change the amount of the hire cost payable by you after giving you at least 7 days' prior written notice of the change. We shall not issue any such notice during the Hire Period, except on account of any change in the rate of VAT on rentals or for any reason outside our control.

**KEY INFORMATION**

1. Missing payments could have severe consequences and make obtaining credit more difficult.

2. Under this agreement the Equipment does not become your property and you must not sell them.

3. **IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

3.1 The Consumer Credit Act 1974 (the **Act**) lays down certain requirements for your protection which should have been complied with when the agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order.

3.2 The Act also gives you a number of rights. You can end this agreement by writing to the person you make your payments to and giving at least one month's notice. In order to do this the agreement must have been allowed to run for at least 18 months though this may include the period of notice. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end.

3.3 If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signed by Hirer .....

Signed for and on behalf of  
Queen Elizabeth's Foundation for Disabled People .....

Date .....

**YOUR RIGHT TO CANCEL**

Once you have signed this agreement, you have a short time in which you can cancel it. Details of how to cancel are attached.

## TERMS AND CONDITIONS

### 1. Equipment hire

- 1.1 We shall hire the equipment described above (**the Equipment**) to you on the terms and conditions set out in this agreement including those set out above.
- 1.2 The period of hire (**Hire Period**) starts on the date of delivery and shall continue for the number of days described above unless this agreement is terminated earlier in accordance with its terms.
- 1.3 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Equipment and your address. We shall use all reasonable endeavours to deliver the Equipment by the date and time agreed with you. Occasionally our delivery to you may be affected by an event outside our control. See condition 10 for our responsibilities when this happens.
- 1.4 Delivery shall be completed when the Equipment is delivered to the address you gave us or you collect them from us.
- 1.5 The Equipment will be your responsibility from the completion of delivery.
- 1.6 If you have asked to collect the Equipment from our premises, you can collect the Equipment on the date of delivery agreed with you from Queen Elizabeth's Foundation Mobility Centre 1 Metcalfe Avenue, Carshalton SM5 4AW during our working hours of 09.00 hours to 17:00 hours on weekdays.

### 2. Your obligations

- 2.1 You shall:
  - 2.1.1 pay to us without previous demand the amount set out in paragraph 1 of the Key Financial Information (the **Hire Cost**) punctually at the times shown in paragraph 2 of the Key Financial Information. Any payments sent to us by post will be at your risk;
  - 2.1.2 ensure that the Equipment is kept and operated in safe order and in a suitable environment;
  - 2.1.3 take such steps as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used;
  - 2.1.4 use the Equipment only in accordance with the instructions supplied by us;
  - 2.1.5 keep the Equipment in your possession and shall, at your own expense, obtain and maintain insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident;
  - 2.1.6 not allow the Equipment to be used for any unlawful purpose or by any person other than you or the person who you are caring for;
  - 2.1.7 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment
  - 2.1.8 be responsible for informing the airline with whom you are travelling and ensuring that such airline agrees to the use of the Equipment and that the airline has updated its operating manuals accordingly;
  - 2.1.9 acknowledge that we shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by you and you shall indemnify us on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature

otherwise arising out of or in connection with any failure by you to comply with the terms of this agreement; and

2.1.10 not sell, underlet or dispose of the Equipment, nor allow them to be seized in satisfaction of your debts or for any other legal process, and will indemnify us against all losses, costs, claims, damage and expenses howsoever occasioned by your breach.

### 3. **Maintenance**

3.1 If the Hire Period is 3 calendar months or less, provided you observe the terms of this agreement, we shall maintain the Equipment in good repair and working condition, and for this purpose we shall be at liberty to remove the Equipment or any part of them for such length of time as may be necessary and to replace them with equipment of similar (but not necessarily identical) type which shall be held by you on the terms of this agreement.

3.2 If the Hire Period is longer than 3 calendar months, you shall maintain at your own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the date of delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and you shall make good any damage to the Equipment.

### 4. **Purchase option**

4.1 You shall, subject to condition 4.2, have the option, exercisable by not less than 21 calendar days' written notice to us, to purchase the Equipment on the last working day of the Hire Period at the price which we agree with you.

4.2 The purchase option may be exercised only if all amounts due to us under this agreement up to the date of that you exercise the purchase option have been paid in full by you.

4.3 On completion of the purchase of the Equipment under this condition 4, such title to the Equipment as we had on the date of delivery shall transfer to you. The Equipment shall transfer to you in the condition and at the location in which it is found on the date of transfer.

### 5. **Our liability to you**

5.1 Without prejudice to condition 5.2:

5.1.1 our maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of our employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £5,000,000; and

5.1.2 we shall not be liable under this agreement for any indirect or consequential loss or damage (including, without limitation, the cost of your plane tickets if the Equipment is not available for your plane flight) in each case, however caused, even if foreseeable.

5.2 Nothing in this agreement shall exclude or in any way limit:

5.2.1 our liability for death or personal injury caused by our negligence;

5.2.2 our liability for fraud or fraudulent misrepresentation.

### 6. **Breach**

Should you fail to make payment of any Hire Cost when due, or commit any other breach of this agreement, or suffer a petition for a bankruptcy order to be presented, or call any meeting of your creditors, or execute any assignment for their benefit, we may, after due notice, terminate this agreement and you will no longer be in possession of the Equipment with our consent.

7. **Non-default termination**

Notwithstanding anything contained in this agreement we may, after due notice, terminate this agreement if you have made any misrepresentation to us, whether or not recorded above, or if you move or propose to move to an address outside our service area, or if we decide within our absolute discretion that the Equipment can no longer be efficiently serviced or maintained.

8. **Termination by you**

You have the right to terminate this agreement in accordance with the statutory notice below, or by written notice expiring at any time after the Hire Period, or by written counter-notice if we give you notice during the Hire Period of any increase in Hire Cost other than that occasioned by an increase in the rate of VAT.

9. **Return of Equipment**

Upon termination of this agreement you will surrender up the Equipment to us in good condition (fair wear and tear excepted) and pay us all amounts due but unpaid up to the date of termination.

10. **Force majeure**

No party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three calendar weeks, the party not affected may terminate this agreement by giving 10 working days' written notice to other party.

11. **Notices**

11.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid post or recorded delivery or by commercial courier, to:

11.1.1 you at the addresses set out on page 1 of this agreement;

11.1.2 us at QEF Mobility Services, 1 Metcalfe Avenue, Carshalton SM5 4AW,

or as otherwise specified by the relevant party by notice in writing to the other party.

11.2 Any notice or other communication shall be deemed to have been duly received:

11.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

11.2.2 if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or

11.2.3 if sent by pre-paid post or recorded delivery, 09:00 hours on the second working day after posting.

11.2.4 If sent by e-Mail.

11.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12. **Assignment**

We shall be entitled at any time to assign the benefit of this agreement provided that this does not detrimentally affect your rights under it. You may not transfer your obligations under this agreement.

13. **Joint hirers**

Where you are more than one, each of you is separately responsible for performance of this agreement.

14. **Severance**

14.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

14.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16. **Rights of third parties**

A person who is not a party to this agreement shall not have any rights under or in connection with it.

17. **Data protection and confidentiality**

17.1 Before entering into this agreement we may search your records at credit reference agencies. They will add to their record about you details of our search which will be seen by other organisations making searches. Details about you and your payment record under this agreement will be used to help make credit, credit related and insurance related decisions about you and members of your household and occasionally for fraud prevention or to trace debtors. You can contact us for details of the credit reference agencies used by us. You have a legal right to these details and can receive a copy of the information held about you on payment of a fee.

17.2 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially and other members of your household.

17.3 We may give information about you and your payment record under this agreement to credit reference agencies, debt collecting agents and any proposed assignee, transferee or chargee of this agreement or of our interest in this agreement, their insurers or advisers.

17.4 We may use a credit scoring or other automated decision-making system. We may monitor and record telephone calls for the purpose of security and training.

18. **Law and jurisdiction**

18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

**HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974**

**CANCELLATION FORM**

This form includes a notice about your cancellation rights which you should read.

**1. Your Right to Cancel**

- 1.1 You have a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to QEF Mobility Services, 1 Metcalf Avenue, Carshalton SM5 4AW. You have 5 DAYS starting with the day after you received this copy. You can use the form provided.
- 1.2 If you cancel this agreement, any money you have paid will be returned to you (subject to a cancellation fee of £10 to cover our administration costs). You will not have to make any further payment.
- 1.3 If you already have any Equipment under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You must make arrangement, without delay, for it to be returned either via courier or you may return the equipment yourself.

**CANCELLATION FORM**

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT)

To: *QEF Mobility Services*

*1 Metcalfe Avenue, Carshalton SM5 4AW*

I/We\* hereby give notice that I/we\* wish to cancel agreement reference number [**QEF to insert** number]

Signed: .....

Date: .....

Print Name: .....

Address: .....

.....

.....

\* Delete as appropriate

## Details about the person using the hire equipment:

Name:	
Date of Birth:	
Summary of disability:	
Address:	
Postcode:	
Contact Name & Tel: <b>**</b>	
Email:	

**\*\* This contact number must be available at all times.**

## Flight Details

LEAVING THE UK	
DATE:	AIRPORT FLYING FROM:
AIRLINE:	FLIGHT No:
RETURNING TO THE UK	
DATE LANDING IN THE UK:	AIRPORT FLYING FROM:
AIRLINE:	FLIGHT No:

## Return / Collection Details

Day & Date for Collection <b>(Must be within first 2 days of return)</b>	Collection name & address if different from above.	Tel & Email Information
<b>Do you have a printer to print package return labels?</b>		