

Home Fitness Solutions Conditions of Hire

1. GENERAL

1. Definitions

This Contract is for the hire of items and accessories ("Equipment"), and the parties to the Contract are:

1. The person, firm, company or other organisation hiring the Equipment and/or purchasing the goods ("Hirer").
2. Home Fitness Solutions (HFS)
3. Any condition deemed invalid will not affect other conditions. Nothing in the Contract is intended to limit a consumer's existing legal rights.

2. Extent of Contract and Cancellation

The Contract is not assignable and is effective when HFS accepts the Hirer's detailed order. HFS reserves the right to charge for cancellation.

3. Termination

HFS may terminate the Contract and repossess Equipment without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings.

4. Ownership of Equipment and Goods

Equipment hired remains the property of HFS at all times..

2. HIRE CHARGES

1. Basis of charging

The stated hire charges overleaf are for the duration of the Contract and include Saturdays, Sundays and Public Holidays.

2. Transport charges

Delivery and collections including attempted calls are chargeable. If Equipment is not available or only partially available for collection then the Hirer will be charged for each journey.

3. Credit Card deposits

In the event that the actual charges for the hire supplied by HFS exceed the amount charged then this additional amount may be taken from the Credit/Debit Card.

3. PAYMENT

1. Payment Terms

Payment of any charges or any other sums due under [the][this] Contract shall be made with the Hirer's order for the Equipment. Payment by the Hirer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to have been made until HFS has received cleared funds or cash.

4. HIRER'S RESPONSIBILITIES

1. Inspection and receipt of Equipment and Goods

The Hirer will sign to acknowledge receipt at delivery/handover. Shortages must be agreed and noted on the Contract/delivery document. Equipment defects should be reported to HFS immediately at time of delivery.

2. Delivery/collection of Equipment and Goods

The Hirer will provide adequate delivery and collection access..

3. Security of Equipment

The Hirer accepts responsibility for Equipment security until its collection by or return to HFS and undertakes not to sell or relinquish possession, alter, repair or modify it in any way.

4. Safe use of Equipment and breakdown procedure

The Hirer is responsible for the safe and correct operation of Equipment by competent persons not under the influence of alcohol or drugs and for its constant supervision within the range of children. The Hirer will immediately notify HFS of any Equipment breakdown or shortcoming without attempt at repair.

5. Collection of Equipment

The Hirer must arrange for the equipment to be available at a ground floor location on the day of the agreed collection, failure of the equipment being available will result in a call out fee of £25.00 The Hirer will remain liable for ongoing hire charges until Equipment has been collected. When the Hirer requests collection of Equipment HFS will agree a time & date for collection, the Hirer remaining responsible for the Equipment, and in particular its security, until actual collection.

6. Lost or stolen Equipment

The Hirer agrees to insure Equipment on a full replacement basis against the risks of loss, theft and damage beyond economic repair and on demand to pay to HFS any insurance claim proceeds. This liability is without prejudice to any HFS rights under the Contract. Replacement equipment purchased with insurance claim proceeds is the property of HFS.

6. HFS RESPONSIBILITIES

1. Hire rates

HFS will maintain the agreed hire rates for the duration of the Contract.

2. Safety and operating instructions

HFS will provide appropriate written and/or practical instruction in the safe and correct operation of Equipment.

3. Testing and inspection of Equipment

HFS will comprehensively test all electrical Equipment before commencement of hire. Equipment will be inspected and tested where appropriate in accordance with relevant statutory requirements and if Equipment needs to be recovered from the Hirer for such purposes HFS will substitute items of similar specification.

4. Delivery and collection

All deliveries/collections will be made to/from a ground floor location only. Following the Hirer's request, HFS will endeavour to deliver or collect Equipment during the next business day, wherever possible.

5. Limitation of liability

The liability of HFS for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of Equipment and/or Goods, unsuitability, breakdown, stoppage or lawful repossession..