

Hire Terms and Conditions

We are Independent Vision (Mere) Ltd, Registered Office: Unit 4 Kingsmead Business Park Gillingham SP8 5FB

If we agree to hire any Equipment it will be subject to the following terms and conditions.

Company No: 07365177 FCA Authorisation No 710409

1 General

1.1 Hiring on behalf of a business or organisation you must confirm that you have the necessary authority to enter into this contract on behalf of that business or organisation and that you will indemnify us against all losses and expense which may be incurred if this is not the case.

1.2 We reserve the right to decline some or all of your order, for any reason.

2 Contract

2.1 You may place your hire order with us by email, phone, mail or in person.

2.2 We will provide you with an order quote confirming availability (or otherwise) of the Equipment and stating total costs including installation, delivery or other applicable charges. We will also provide you with a set of these terms and conditions.

2.3 The contract between us will be formed when you advise us that you accept the order quote.

3 Hire Charges

3.1 Our hire charges and all other applicable charges will be shown on the Hire Agreement. The Hire Agreement will also show the date the charges will start from and the minimum period of hire.

3.2 You agree to reimburse us for all costs in connection with cleaning; repairing or replacing Equipment not returned in clean and good working condition and will be liable for charges at a daily rate for the period of such repair or replacement.

3.4 We reserve the right to impose additional charges at the daily rate for the period in which any item of Equipment is not available for use by our other customers because of your breach of these terms and conditions.

3.5 The whole or part of your deposit may be retained in order to set against any liability you have to us in relation to the hire of the Equipment.

4 Payment

4.1 Hire charges will commence following a free fourteen day trial period.

4.2 The precise structure of payment will be specified on the hire agreement.

4.3 We accept payment by cheque, BACS transfer or Standing Order.

4.4 Where any payment is not made by the date specified on the Hire Agreement

we shall be entitled to charge interest on the outstanding amount at the rate of 8% per annum above the base rate of the Bank of England, accruing daily, until payment.

5 Delivery

5.1 We only deliver to customers in the United Kingdom, and all goods must be signed for by an adult aged 18 or over.

5.2 Equipment will be delivered in good working order. Unless notice is received to the contrary as soon as reasonably practicable and in any event no later than within 24 hours of delivery, Equipment will be deemed to be in good working order, except for defects not detectable by reasonable examination.

5.3 Our estimated time for delivery will be agreed at the time of order. We hope to deliver these estimates but occasionally delays will occur, despite our best efforts. We will not be liable for any delay or failure to deliver within such estimated timescales.

6 Risk

6.1 The risk in the Equipment will pass to you upon delivery or installation.

6.2 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer.

7 Cancellation

7.1 If you are a consumer you have a right to cancel the contract for a period of fourteen days starting the day after the contract is formed or until hire commences whichever is the sooner.

8 Your Responsibilities

8.1 You make all reasonable efforts to ensure the Equipment is not damaged or misused during the period of hire. This includes ensuring that the Equipment can safely be used with any other equipment which you use.

8.2 You will make all reasonable efforts to ensure that any person operating or using the Equipment during the period of hire is instructed in the safe and proper operation of the Equipment.

8.3 You shall not sell or attempt to sell or otherwise dispose of the Equipment.

9 Maintenance

9.1 You agree to properly maintain the Equipment during the period of hire and to notify us as soon as reasonably practicable if there is a problem with any item of Equipment.

9.2 Any faulty or damaged Equipment should be returned to us. In no circumstances should you proceed to repair any item of Equipment.

9.3 You shall not alter or modify the Equipment or use it for purposes for which it is not designed.

9.4 You agree that we have a right of access to the Equipment in order to inspect, repair or replace it and you authorise us to enter any property where the Equipment is located or where we reasonably believe it to be located, to carry out such inspection, repair or replacement.

10 Liability and Indemnity

10.1 To the fullest extent permissible under law, we will not be liable for any losses you incur arising out of or in connection with the hire of the Equipment.

10.2 Notwithstanding the terms of clause 6.1 in the event that we are held liable for losses which you have incurred arising out of or in connection with the hire of the Equipment, our liability to you shall be limited to the sum equal to the amount paid by you for the Equipment hired.

10.3 You agree to indemnify us at all times in respect of all claims by any person in relation to any injury, loss, claim or expense arising out of or in connection with the use of the Equipment.

10.4 If you are a consumer this does not affect your statutory rights.

11 Termination of Hire

11.1 We shall be entitled to terminate the contract immediately and to repossess the Equipment at any time where you are in breach of these terms and conditions, or you take any steps, or if any process or action is started which, in our reasonable opinion suggests that your solvency is in doubt.

11.2 Where the provisions of clause 11.1 apply you authorise us to enter any property where we reasonably believe Equipment to be, in order to repossess such Equipment.