

These Terms and Conditions shall apply:

- A. to the hire of equipment ("the Equipment") from 456fix Limited registered in England under company number 12115801 whose registered address is Mansion House, Wrest Park, Silsoe, Bedfordshire MK45 4HR ("the Company"); and
- B. where the Customer is hiring the Equipment.

### 1. Hire Term

- 1.1 The Hire Term is for a rolling period, day by day, until such time as the Equipment has fulfilled its intended purpose for the Customer. As such, the parties shall liaise to determine whether the Equipment is still required.
- 1.2 The Company reserves the right to recall the Equipment immediately at any time and, if so, the Customer will be reimbursed for any remaining days in the Hire Term or will be issued immediately with replacement Equipment of the same type or the closest type thereto at no additional cost. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter its premises and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.

### 2. Deposit

- 2.1 The Customer may be required to pay a refundable Deposit of £750 plus VAT to the Company at the commencement of the Hire Term, prior to delivery of the Equipment.
- 2.2 At the end of the Hire Term the Company shall fully inspect the Equipment upon its return by the Customer. If the Equipment requires routine cleaning and/or maintenance which is the result of normal wear and tear the Customer will receive the Deposit back in full. Should additional cleaning, maintenance and/or repair be required the Company shall retain the Deposit in full or in part as appropriate and shall provide the reasons for such retention to the Customer in writing, including all relevant calculations and pricing information. Electronic transmission of this information is sufficient.

### 3. Fees and Payment

- 3.1 The Hire Fees for a single dehumidifier are £25 + VAT per day and payment shall be remitted by BACS within 7 calendar days of the Customer having received an invoice.

### 4. Collection/Delivery, Hire and Return

- 4.1 The Customer may collect the Equipment from the Premises (Unit 10, Enterprise Business Park, Hatfield Road, St Albans AL1 4AT) at the start of the Hire Term once the Deposit under Clause 2 has been received and the Company shall use all reasonable endeavours to ensure the Equipment is available. At the Company's discretion and upon arrangement, it may deliver the Equipment to the Customer.
- 4.2 The Company is required by law to provide consumers with goods that are of satisfactory quality and fit for purpose. If the Customer discovers any damage (pre-existing) or fault with the Equipment during the Hire Term, the Customer should inform the Company as soon as is reasonably possible. The Company will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing the Customer any inconvenience, the Company will repair the Equipment (or have it repaired). If the Company is unable to replace or repair the Equipment (or have it repaired), or if the Customer would prefer to reject the damaged or faulty Equipment, whether before or after a repair or replacement (if the replaced or repaired Equipment is still damaged or faulty), the Company will offer the Customer a



refund equal to the remaining, unused part of the Hire Term. Any refund due to the Customer will be made as soon as is reasonably possible, and in any event within 14 calendar days.

- 4.3 On the agreed last day of the Hire Term the Customer will deliver the Equipment to the Company prior to the closing of the Premises at 3pm or make it available for collection by the Company if so arranged.
- 4.4 If the Customer is late returning the Equipment by more than an hour or the Equipment is not ready to collect/the Company cannot gain entrance to collect, the Company may charge the Customer for an additional day's hire of the Equipment. This Clause 4 shall continue to apply daily until the Equipment is returned.

### **5. Use and Care of the Equipment**

- 5.1 The Customer may only use the Equipment for the normal purpose for which it is intended and used in accordance with any and all operation and safety instructions or similar documentation provided.
- 5.2 The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments for normal usage.
- 5.3 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.
- 5.4 All electrical equipment must be used with the correct voltage.
- 5.5 For the avoidance of doubt, the Customer is responsible for ensuring their third party contractors observe the provisions of this Clause 5 in relation to the Equipment.

### **6. Maintenance and Repair**

- 6.1 The Company shall maintain the Equipment to the standards specified by the manufacturer. Only manufacturer recommended parts shall be used for maintenance and repair work. All Equipment will be inspected prior to Hire.
- 6.2 The Customer shall not attempt to make any repairs to the Equipment. The cost of such replacement or repairs made by the Company shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for the replacement or repairs.
- 6.3 If parts require replacement due to normal wear and tear during the Hire Term the Company shall have the option of supplying such parts to the Customer or provided substitute Equipment and the Company will bear the cost. However, additional damage may result in the Customer being charged for the cost of replacement parts, associated labour, and / or the cost of providing substitute Equipment.

### **7. Insurance**

- 7.1 The Company provides no insurance cover for the Equipment.

### **8. Liability**

- 8.1 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.
- 8.2 The Company shall be responsible for any foreseeable loss or damage that the Customer may suffer only as a result of the Company's breach of these Terms and Conditions or negligence. The Company is not responsible for any loss or damage that is not foreseeable.
- 8.3 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability for death or personal injury caused by its negligence or for fraud or fraudulent



misrepresentation. Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability with respect to the Customer's rights as a consumer.

### 9. How we use your personal information (Data Protection)

For complete details please refer to the Company's Privacy Notice available from [www.123floor.co.uk/456.html](http://www.123floor.co.uk/456.html)

### 10. Termination

10.1 The Company shall be entitled to terminate Hire of the Equipment in the event that:

10.1.1 the Customer is in breach of these Terms and Conditions;

10.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or

10.1.3 the Customer has a receiving order made against them.

10.2 In the event of termination for any of the above reasons:

10.2.1 all payments required shall become due and immediately payable; and

10.2.2 the Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs incurred.

### 11. Events Outside of the Company's Control (Force Majeure)

The Company shall not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control, for example, power failure, fire, flood.

### 12. Other Important Terms

12.1 The Company may transfer its obligations and rights under these Terms and Conditions to a third party, who will remain bound by them.

12.2 The Customer may not transfer their obligations and rights under these Terms and Conditions without the Company's express written permission.

12.3 These Terms and Conditions relate to the Hire of Equipment between the Customer and the Company. It is not intended to benefit any other person or third party nor shall it be enforceable by them.

12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

12.5 No failure or delay by the Company in exercising any of its rights hereunder means that it has waived that right, and no waiver by the Company of a breach of any provision will mean subsequent breaches are waived.

12.6 These Terms and Conditions shall be governed by and construed in accordance with the law of England & Wales and any dispute, proceedings or claim shall be subject to such jurisdiction.

