

TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS – SUPPLY OF HIRE EQUIPMENT

These terms and conditions (**T&C**) shall apply to the hire of medical props and associated equipment by Independence Mobility Limited TA Medical Hire (**IM/MH**).

By entering into an agreement with IM/MH, you are entering into a contract with IM/MH and not with its directors or employees personally.

The agreement is set out in the following documents:

1. These terms of business;
2. The Contract/Order.

1. DEFINITIONS

1.1 In these Terms:

the following words and expressions shall, unless the context or circumstances require otherwise, have the meanings assigned to them below:

“Additional Charges” means charges applicable to the provision of the Equipment which are charged in addition to the Charges including those additional costs and expenses referred to in these Terms;

“Business” means any business, trade, craft, or profession carried on by IM/MH;

“Charges” means the charges set out in the Contract or if no charges are detailed in the Contract, IM/MH standard charges for the relevant Equipment in force on the date of the hire apply;

“Commencement Date” means the date on which the relevant Contract is formed in accordance with clause 3.4;

“Contract” means the contract between IM/MH and the Hirer consisting of the completed Order form and these terms.

“Customer”/ “Hirer” means the person or business who is hiring the equipment from IM/MH subject to these terms and conditions herein. The definition includes any appointed representative by the Hirer to use the equipment on their behalf them;

“Deposit” means the sum payable by the Customer set out in the terms and conditions contract;

“Equipment” means the items to be hired by the Hirer as listed in the Contract including but not limited to all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided;

“Force Majeure” means any cause that is beyond the reasonable control of the party in question including but not limited to the power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the party or its suppliers or contractors; civil unrest; fire;

explosion; flood; storms; earthquakes; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster.

“Hire Period” means the period of hire of the Equipment as set out in the Contract, unless the Contract is terminated earlier in accordance with the Contractor extended by an agreement between IM/MH and the Hirer;

“Insolvent” refers to a situation where a person or business ceases trading, becomes unable to meet its debts as they fall due, is or is likely to become insolvent or bankrupt, including but not limited to instances where a person has a receiver, administrative receiver, administrator, or provisional liquidator appointed; is subject to a notice of intention to appoint an administrator; passes a resolution for winding-up; has a winding-up order issued by a court against it; enters into any composition or arrangement with creditors (except for a solvent restructuring); or undergoes any steps or actions related to these procedures in any jurisdiction;

“Order” means the individual orders for the hire of Equipment placed by the Hirer from time to time in a branch, over the telephone, email/electronically or via our website in accordance with these Terms;

“Site” means any premises or location at which the Equipment is to be located during the Hire Period;

“Terms”/ “T&C” means these terms and conditions.

1.2 references to the singular include the plural and vice versa and references to any gender include every gender;

1.3 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.4 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

2. INFORMATION ABOUT IM/MH AND CONTACTING IM/MH

2.1 Who is IM/MH

Independence Mobility Limited TA Medical Hire ‘IM/MH’, registered in Scotland with Company number SC261805 whose registered office address is Summit House, 4-5 Mitchell Street, Edinburgh, EH6 7BD and VAT number 829 3697 79 from whom the Equipment will be hired.

2.2 How to contact IM/MH

If the Hirer wishes to contact IM/MH, the Hirer should use the following contact details and methods - By telephone on 01132 628000/ By e-mailing chloe@medicalhire.co.uk, or by post at Medical Hire, Independence House, 6 Buslingthorpe Green, Leeds, LS7 2HG.

2.3 How IM/MH may contact the Hirer

If IM/MH has to contact the Hirer, IM/MH will do so by telephone or by writing to the Hirer at the email address or postal address the Hirer provides to IM/MH in the order during the order process.

3. FORMATION OF CONTRACT AND ORDERS

3.1 The Hirer's Order is an offer to hire from IM/MH

Each Order placed by the Hirer will be an offer by the Hirer to hire the Equipment on these Terms. The Hirer will ensure that each Order is accurate and complete and that the Equipment is suitable for the Hirer's requirements.

3.2 How we, IM/MH, accept the Order

A Contract will be formed between IM/MH and the Hirer for the provision of the Equipment when the quote (i) in the Order (or if amended subsequently conveyed by IM/MH to the Hirer) has been approved by the Hirer by telephone or email, and (ii) after which IM/MH will issue a written acceptance by email by way of an invoice to the Hirer including all other relevant details as the case may be.

3.3 IM/MH may not accept your Order

If IM/MH is unable to accept an Order for any reason, IM/MH will inform the Hirer of this as soon as possible.

3.4 When will the Contract commence

The Contract shall commence on the Commencement Date and shall continue for the Hire Period unless terminated earlier in accordance with these Terms.

4. DELIVERY AND COLLECTION

4.1 During the Order process IM/MH shall provide confirmation to the Hirer regarding the availability of the equipment for the requested hire dates.

4.2 If IM/MH's supply of the Equipment is delayed then IM/MH will contact the Hirer as soon as possible to let the Hirer know and IM/MH will take reasonable steps to minimise the effect of the delay. IM/MH will not be liable for any delays caused by any event outside IM/MH's control, but if there is a risk of substantial delay the Hirer may contact IM/MH to end the Contract and provide a refund to the Hirer for any Equipment paid for but not received. This shall be the only recourse of the Hirer against IM/MH.

4.3 The Hirer or its authorised representative agrees to be present on the agreed delivery date and time to allow IM/MH to fulfil its obligation of delivery of the Equipment. The Hirer agrees to inform IM/MH in advance of the nominated individual who will receive the Equipment from IM/MH when the Equipment is delivered to the agreed address set out in the Contract. For the avoidance

of doubt, IM/MH is not required to deliver the Equipment to the Site, its obligation under the Contract is limited to delivering the Equipment to the outside door of the said agreed address. If the Hirer is not present and/or does not allow IM/MH to deliver the Equipment to the said address, IM/MH may charge additional costs incurred as a result and/or may refuse to complete the delivery. If, despite IM/MH's reasonable efforts, IM/MH is unable to contact the Hirer or re-arrange access to the said address (or an alternative address agreed between IM/MH and the Hirer), then IM/MH may end the contract without providing any refund for any payment made in the Contract. The Hirer agrees and undertakes to ensure that they provide IM/MH with the correct delivery address.

4.4 If IM/MH at their sole discretion, is prepared to deliver the Equipment to the Site and communicated this to with the Hirer, the Hirer must ensure that the Site has been inspected in advance and that the Site is safe to allow IM/MH access for delivering the Equipment in a safe manner provided by the Hirer under this contract and this shall also apply to delivery to any address. IM/MH may deliver or collect the Equipment in large, heavy commercial vehicles. If any damage is caused at the Site despite IM/MH's reasonable efforts to minimise such damage the Hirer hereby agrees to indemnify and hold IM/MH harmless in relation to such damage and agrees to not raise any claim, demand for compensation or any other recourse seek indemnity against IM/MH for such damages. If the Hirer has any concerns over access or safe delivery, the Hirer agrees to notify IM/MH in writing prior to the delivery date. Failing to notify will result in IM/MH not being liable for any damage to the Site and/or delay or failed delivery and the Hirer agrees to pay any additional related costs and expenses incurred by IM/MH as a result.

4.5 The Hirer will be responsible for the Equipment (including the risk associated with it) as soon as delivery is made by IM/MH. The Hirer may choose to organise the delivery themselves independent to that offered by IM/MH. In this case, from the moment the Hirer (or their independent contract) receives the Equipment from IM/MH's warehouse or any other place as the case may be, in other cases from the receipt of the Equipment, the Hirer takes the responsibility (and the risk associated with it) of the Equipment and agrees to indemnify IM/MH from any damage caused by including but not limited to damage, loss, theft, destruction to the Equipment.

4.6 If IM/MH delivers a quantity of the Equipment less than the quantity specified in the Order, the Hirer shall agree the shortages with IM/MH and note the same on the delivery document. In such a situation, the Hirer may elect to:

4.6.1 refuse to take delivery of or reject the Equipment and the Hirer shall have liability for the cost of delivery only; or

4.6.2 take delivery of and keep the lesser quantity of Equipment or any part thereof and pay for them at the rate specified in the Order subject to a pro-rata reduction of the relevant Charges.

4.7 The Hirer agrees to give all necessary information including but not limited to, delivery address, date, exact time of the anticipated delivery of the Equipment to IM/MH in a timely manner. If the Hirer fails to inform IM/MH of the above, or the information given is misleading, incomplete or incorrect, IM/MH may charge additional costs and expenses incurred by it or in the

alternative, IM/MH may terminate the Contract immediately by giving written notice. In the event of termination, the Hirer agrees to pay IM/MH the costs and expenses incurred by IM/MH until the moment of termination of the Contract including any delivery costs. The Hirer agrees that IM/MH would not be in breach of the Contract where the delivery is delayed or not possible by IM/MH due to the Hirer not informing IM/MH in a timely manner.

4.8 If the Hirer wishes to return the Equipment to IM/MH's indicated address through its own means, the Hirer shall notify IM/MH of their intention to return the Equipment and provide details of the method of transportation, as well as the exact date and time of the return. The Hirer agrees and undertakes to return the Equipment to the address to the Hirer in advance and to take all necessary measures to protect the Equipment during transportation and to prevent any damage it can cause to third parties. The Hirer agrees to hold IM/MH harmless from any damage or claim caused by the Hirer returning the Equipment.

4.9 If the Hirer elects for IM/MH to collect the Equipment from their Site, IM/MH shall collect the Equipment from the outside door of the indicated address. The Hirer shall inform IM/MH of the exact collection date and time in advance in writing. If, at their sole discretion IM/MH collects the Equipment from the Site, the Hirer shall grant IM/MH access to the Site to allow IM/MH to collect the Equipment. Clause 4.4 applies for the collection of the Equipment. If IM/MH is unable to collect the Equipment on the agreed date and time due to the Hirer not complying with this clause, then IM/MH may charge additional costs including "waiting time" incurred by it as a result.

4.10 IM/MH may ask the Hirer to obtain adequate insurance for the Equipment and reserves its right to withhold delivery until such insurance is in place and a certificate of insurance of third party insurer confirmation provided to IM/MH.

5. CHARGES

5.1 The Charges (which exclude VAT unless otherwise stated) will be the price indicated in the quote or invoice pages (or otherwise notified to the Hirer) when the Hirer places the Order.

5.2 IM/MH will be entitled to vary the Charges and any additional Charges at any time by giving written notice to the Hirer to reflect any variation in the cost of supplying the Equipment which arises as a consequence of (including but not limited to):

5.2.1 any variation in the Hirer's requirements for the Equipment; or

5.2.2 any information provided by the Hirer being inaccurate or incomplete.

5.3 The Hirer must pay all Charges as agreed in the Contract and in accordance with these T&C. Unless otherwise agreed by the parties in writing, any invoices submitted by IM/MH shall be paid by the Hirer within a period of thirty (30) days from the end of the month in which the relevant invoice is issued. IM/MH may at its sole discretion request the Hirer to make the payment in full prior to delivery/collection of the Equipment, such an obligation shall be agreed with the Hirer in advance and detailed on the quote or invoice or Order.

5.4 In the event that the rate of Value Added Tax (VAT) changes between the date of the Order and the date on which IM/MH supplies the Equipment, IM/MH reserves the right to adjust the applicable rate of VAT that the Hirer is required to pay. This adjustment shall be made unless the Hirer has already remitted full payment for the Equipment prior to the effective date of the change in VAT rate.

5.5 IM/MH reserves the right to charge interest on any overdue payments made by the Hirer. IM/MH may charge interest on the overdue amount at the rate of 4% per annum above the base lending rate from time to time of Barclays Bank plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Hirer must pay IM/MH the interest amount together with any overdue amount.

5.6 In the event that any portion of the payment becomes overdue, the entire payment shall become due immediately and be payable upon demand. The Hirer shall be liable for the payment of reasonable legal costs incurred by IM/MH in the pursuit of any outstanding amount owed to it from the Hirer or in the recovery of the Equipment. IM/MH reserves the right to suspend provision of further services to the Hirer until all outstanding amounts are settled.

5.7 If, pursuant to applicable tax laws, the Hirer is obliged to withhold any tax from payments made or due to IM/MH, the Hirer shall in a timely manner inform and furnish IM/MH with written evidence confirming the withholding and its remittance to the relevant tax authorities. The Hirer shall provide IM/MH with any necessary assistance reasonably required to facilitate IM/MH's reclaim of such withheld taxes.

5.8 The Hirer shall notify IM/MH in writing of any queries concerning invoices within 14 days of the invoice date. IM/MH shall not grant any extension to payment terms for unresolved invoice queries that have been notified after such date.

6. LIABILITIES AND RESPONSIBILITIES OF THE PARTIES

6.1 IM/MH will not be liable to the Hirer for any failure or delay in performing its obligations where such failure or delay is caused by Force Majeure.

6.2 IM/MH and its employees, subcontractors or any other appointed party involved in the performance of its obligations under Contract shall not be liable for its acts or omission whether in contract or tort or otherwise whether expressly stated in the Contract, or any express or implied warranty, condition, term, innocent or negligent misrepresentation, breach of common law duty resulting in (including but not limited to):

6.2.1 loss of use or unavailability of the Equipment;

6.2.2 interruption to Hirer's business operations;

6.2.3 Hirer's loss of income, revenue or business opportunities;

6.2.4 Hirer's loss of profit;

6.2.5 Hirer's anticipated savings;

6.2.6 Hirer's direct or indirect or consequential loss, damage, costs, expenses and other claims.

6.3 IM/MH shall provide reasonable instruction on the proper use of the Equipment and to facilitate effective use by the Hirer. It is the Hirer's responsibility to appoint a suitable and qualified individual to supervise the operation and use of the Equipment and take the necessary health and safety measures when using the Equipment. IM/MH shall not be liable for any non-compliance by the Hirer with the said instructions.

6.4 In the event that a medical adviser is engaged through IM/MH to carry out these duties, it is the medical adviser's responsibility to instruct and inform the Hirer on the correct usage of the Equipment. As such, IM/MH shall not be held liable for any actions or advice provided by the third party medical adviser in relation to the operation of the Equipment. IM/MH may charge an administration fee for facilitating the engagement of a medical adviser through its services. However, this administration fee shall not be construed to imply any employer-employee relationship or subcontracting arrangement between IM/MH and the medical adviser and IM/MH shall not be held liable for the actions or omissions of the medical adviser who shall be regarded as engaged directly by the Hirer.

6.5 To the extent permitted by law, the Hirer agrees that IM/MH shall not be liable for any personal injury or damage to the property caused by the use of the Equipment.

6.6 Nothing in this Contract is intended to exclude or limit IM/MH's liability for death or personal injury caused by the Equipment due to IM/MH's gross negligence, misconduct or fraud.

6.7 The Hirer agrees that IM/MH's total liability shall be limited to the value of the Order and the total fees payable under this Contract by the Hirer.

6.8 The Hirer is responsible from the moment of delivery of the Equipment to take any necessary and adequate measures to keep the Equipment safe. In the event of theft, the Hirer shall immediately report the event to the Police and obtain the crime reference number and shall notify IM/MH within forty-eight (48) hours of such theft. If the theft occurred due to lack of safety measures expected to be provided by the Hirer, the Hirer shall indemnify, defend, and hold IM/MH harmless against any damages, losses, costs, and expenses (including but not limited to legal fees and expenses) incurred by IM/MH. The Hirer further undertakes to fully compensate IM/MH for any damages, losses, or costs incurred (including but not limited to) the cost of repair or replacement of the Equipment, loss of revenue, and any other direct or consequential damages suffered by IM/MH as a result of said theft.

6.9 The Hirer shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Contract without the prior written consent of IM/MH.

7. USE OF THE EQUIPMENT

7.1 The Hirer:

7.1.1 shall keep the Equipment in good repair and condition, (fair wear and tear only excepted) but the Hirer shall not repair or allow any third party to repair the Equipment without the prior written consent of IM/MH and shall notify IM/MH immediately if any repair is necessary;

7.1.2 shall not sell, licence or create any security interest or type of preferential arrangement on or over the Equipment;

7.1.3 shall use the Equipment in accordance with any operating and/or safety instructions provided to (or supplied to the Hirer) by IM/MH;

7.1.4 shall not make any alteration to the Equipment

7.1.5 shall not, without the prior written consent of IM/MH, part with control with the Equipment;

7.1.6 shall not do or permit to be done anything which could invalidate IM/MH's insurance in relation to the said Equipment;

7.1.7 is responsible for the security of the Equipment whilst in the Hirer's possession; and

7.1.8 will take all appropriate measures to secure the Equipment at the Site, including when the Equipment is not in use and keep it separate from any other equipment.

7.2 If the Hirer without the prior written consent of IM/MH, parts with control of the Equipment, the Hirer shall, immediately upon IM/MH's request procure the immediate return of the Equipment. If the Equipment is not returned within five (5) days of IM/MH request, the Equipment shall be deemed to be lost and the Hirer shall be responsible for the replacement and any associated costs in replacing the Equipment and the Charges and any Additional Charges will continue to apply until settlement is made to the satisfaction of IM/MH.

7.3 IM/MH shall;

7.3.1 during each Hire Period, ensure that the Equipment shall be of satisfactory quality, comply with any description provided by the Hirer and shall be fit for its intended purpose;

7.3.2 include any reasonable instructions and guidelines issued by the Hirer at the time of Order.

7.4 In the event of any Equipment failing to comply with the Contract, IM/MH shall, at its discretion either repair the Equipment (if feasible), replace the Equipment with an equivalent or similar specification, or proportionately reduce the Charge. IM/MH may charge the Hirer its costs and expenses incurred as a result of repairing or replacing the Equipment. However, IM/MH shall not be obliged to repair or replace the Equipment if the breach directly results from misuse, neglect, alteration or mishandling by the Hirer. In such circumstances, the Hirer acknowledges and agrees that it shall indemnify, and hold IM/MH harmless against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including but not limited to legal fees and expenses) incurred by IM/MH arising out of or related to such breach. The Hirer further undertakes to fully compensate IM/MH for any damages, losses, or costs incurred as a result of the said breach, including but not limited to the cost of repair or replacement of the Equipment, loss of revenue, and any other direct or consequential damages suffered by IM/MH.

7.5 The Hirer agrees and undertakes to maintain the Equipment in good condition throughout the duration of the Hire Period. Upon the return of the Equipment to IM/MH, the Equipment is expected to be in a condition fit for rehire, barring reasonable wear and tear. Should the Equipment not meet this standard, the Hirer agrees to fully compensate IM/MH for any costs and expenses incurred as a result of such condition, including but not limited to repair costs, cleaning costs, refurbishment expenses, and any loss of revenue due to the Equipment's unavailability for hire.

8. VARIATION

8.1 Each time a Hirer orders Equipment from IM/MH, the Hirer agrees to comply with the T&C in force at the time of the Order. T&C are available at www.medicalhire.co.uk.

8.2 IM/MH may revise these T&C's as they apply to an Order from time to time to reflect the following circumstances:

8.2.1 changes in relevant laws and regulatory requirement; and

8.2.2 changes to IM/MH' processes and procedures.

8.3 If IM/MH revises these T&C, IM/MH shall contact the Hirer to give the Hirer reasonable notice of the changes and let the Hirer know how to terminate the Contract if the Hirer is not happy with the changes. The Hirer may terminate either in respect of all the affected Equipment or any part of the Equipment that is not yet delivered. IM/MH reserves its right to request the costs and expenses incurred by it until the termination date. If the Equipment is delivered, the collection method explained under Clause 4 of this T&C applies.

9. TERMINATION

9.1 Either party may upon providing written notice to the other party terminate the Contract if the other party;

9.1.1 commits a material breach of the Contract that is incapable of remedy;

9.1.2 commits a material breach of the contract that can be remedied but fails to remedy within fourteen (14) days of receiving a written notice detailing the breach and requesting in writing its remedy from the other party; and/or

9.1.3 becomes Insolvent;

9.2 Additionally, IM/MH may terminate the Contract if;

9.2.1 allowing the Contract to continue would result in the Hirer exceeding its credit limit or the Hirer has already exceeded its credit limit;

9.2.2 The Hirer (or its associated persons, agents, or subcontractors) is found to be operating its business in violation of applicable laws and regulations and fails to demonstrate adherence to high levels of governance and ethical standards, or cannot sufficiently

evidence such standards to IM/MH's reasonable satisfaction, including but not limited to compliance with the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017 (anti-facilitation of tax evasion), and the General Data Protection Regulation.

9.3 If the termination notice is given by IM/MH due to a breach of the Contract by the Hirer after the delivery of the Equipment, the Hirer must return the Equipment or allow IM/MH to collect the Equipment. Clause 4.8 and 4.9 apply.

9.4 IM/MH agrees to bear the costs of the collection/return of the Equipment if the termination occurred due to its material breach under the Contract.

9.5 Termination of the Contract (or any part thereof) shall not prejudice the rights and remedies of either party accrued up to the date of Contract expiration.

9.6 The Contract shall automatically terminate at the end of the hiring period unless the parties agree otherwise in writing.

10. DATA PROTECTION

10.1 IM/MH is the data controller of any personal information a Hirer provides to them. IM/MH will collect and process such information in order to process and fulfil an Order.

10.2 If the Hirer is an individual providing IM/MH with its own personal information, please ask for a copy of IM/MH privacy policy.

10.3 If the Hirer is providing personal data of another individual to IM/MH, the Hirer must tell that individual that the Hirer is providing their information to IM/MH and show them a copy of this notice.

11. CONFIDENTIALITY

11.1 The parties shall maintain the confidentiality of all proprietary information pertaining to the business, operations, clientele or suppliers of the other party, whether disclosed or obtained in the course of the Contract. They shall refrain from utilizing or divulging such information except for the purposes explicitly stipulated within the Contract or with the prior written consent of the concerned party.

11.2 In instances where disclosure becomes necessary to employees, consultants, subcontractors or agents requiring access to said confidential information for the fulfilment of contractual obligations, such disclosure shall be subject to the terms delineated within the Contract.

11.3 The confidentiality obligations outlined herein shall not apply to information that;

11.3.1 is already publicly known;

11.3.2 is independently disclosed by a third party authorised to make such disclosure without any fault of the party that the disclosure is made;

11.3.2 is mandated to be disclosed to the relevant authorities pursuant to applicable laws, regulations or by an order of a court, governmental body.

12. INTELLECTUAL PROPERTY RIGHTS

No right of licence is granted to the Hirer in respect of any intellectual and industrial property rights whether registered or unregistered (including know-how and rights to prevent passing off) in the United Kingdom and all other countries in the world and together with all applications, renewals and extensions of the same of IM/MH, except the right to use the Equipment in the Hirer's ordinary course of business for the purpose for which they were supplied.

13. SEVERANCE

In the event that any provision of this T&C determined to be invalid, illegal, or unenforceable, the remaining terms shall remain in full force and effect to the fullest extent permitted by law.

14. APPLICABLE LAW

14.1 The terms of (including non-contractual claims and disputes) this Contract will be governed by and interpreted in accordance with the laws of England and Wales. Any disputes or claims concerning the Contract and any matters arising from it will be dealt with only by the courts of England and Wales.

14.2 If IM/MH does not enforce its respective rights under this Contract or the T&C herein at any time it will not prevent them from doing so later.