



All Terrain Buggy Frequently Asked Questions

We are Little Hiccups. We are a Registered Charity. Charity Number is 1170147. We are also a Charitable Company registered in England and Wales under company number 09692276 and our registered office is at 63 High Ridge Park, Rothwell, LS26 ONL in the United Kingdom.

1. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&C's will apply to the person who is signing for and paying for the rental.

2. WHO CAN RENT?

Any person who: is legally capable of entering into a legally binding contract and is prepared to accept responsibility for the Buggy throughout the Hire Period; and

- a) has the means to pay for the hire of the Buggy and any associated costs that will be accepted by us (see table below); and

Payment method accepted

Cash
Credit Cards
Debit Cards

Payment will be taken online. A payment link will be emailed to the person signing for the Terms and Conditions.

- b) provides valid identification documents, (A & B & C) as indicated in the table below so that we can verify their identity.
- c) lives in the United Kingdom

Documents Required

A: Passport or Driving Licence
B: Utility Bill or Bank Statement, (which is less than 3 months old on the date you collect the Buggy from us) that shows your home address
C: Proof of eligibility. The Buggys are for use of parents/carers who have children with disabilities. We will require proof in form of PIP/Motability letter, signed letter from Medical Professional, etc

3. WHO CAN USE THE BUGGY?

Any person that is expressly identified on the Rental Agreement as the 'User'

An unauthorised user will not be covered by any of the insurance. If you allow an unauthorised user to use the Buggy then you are considered to be in breach of the Contract and you will be responsible for any consequences that may arise as a result. This will include compensating us for any damage caused by you and/or the unauthorised user.

4. WHERE CAN I TAKE THE BUGGY?

You must not take our Buggy (nor permit the Buggy to be taken) outside mainland UK without obtaining our prior written consent.

The Buggys intended use can be wherever a normal wheelchair can be used and woodlands, beaches, country paths and can be converted into a cycle trailer to tow behind an adult bike. (Attachments required for cycle trailer and beach use). NOT SUITABLE for use in salt water. If the buggy should be exposed to salt water wash off as soon as possible with fresh water to reduce corrosion.

4. WHAT TYPE OF BUGGY CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent a Delta All Terrain Buggy in accordance with its intended use (see above) as follows:

Delta Buggys are suitable for the following sizes. Little Hiccups currently has MEDIUM (M2) and LARGE (L1) sized Delta Buggies. The LARGE Buggy can be adapted with padding to provide for a MEDIUM sized child.

Delta Buggy Frame	Small	Medium		Large	
Canvas Size	S	M1	M2	L1	L2
Seat Depth	28cm	28cm	32cm	34cm	38cm
Backrest Height	72cm	74cm	76cm	82cm	88cm
Seat Width	30cm	30cm	32cm	34cm	38cm
Max Occupant Height	112cm	120cm	150cm	160cm	180cm
Max Occupant Weight	40kg	50kg	50kg	70kg	70kg
Weight of Buggy	13kg	14kg	14kg	14kg	14kg

5. WHAT ARE MY OBLIGATIONS TOWARD THE BUGGY?

When renting a Buggy from us you must comply with the following obligations:

- a) Subject to any fair wear and tear to the Buggy, you will return the Buggy to us



in the same condition it was in at the start of the Hire Period

- b) Never take the Buggy outside mainland UK without our prior written consent.
- c) Use the Buggy in accordance with the Manual, (a copy is provided separately);
- d) Ensure that the Buggy is used such that it will not be damaged or cause risk to the User or to any third party or to any third party property.
- e) Treat the Buggy with due care and respect and make sure that it is always locked and protected by the supplied lock when it is parked or left unattended.
- f) Not smoke near the Buggy nor allow anybody else to do so. If we reasonably think that smoking has happened near the Buggy you must pay our cleaning fees.
- g) We ask that due to allergy risks of other users that you do not eat in the Buggy nor allow anybody else to.
- h) Make routine inspections in respect of the Buggy's condition: for example, tyre pressures and take any preventive actions necessary to keep the Buggy in good working order.
- i) Do not use the Buggy nor allow the Buggy to be used:
 - 5.i.1. for rehire; neither can you mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Buggy or any part of it or any of its accessories;
 - 5.i.2. to carry a User which does not meet the manufacturer's recommended weight and height limits;
- j) Return the Buggy and any accessories at an agreed time to StoreFirst Leeds, 2, Stourton Haigh, Pontefract Rd, Leeds LS10 1AX in the condition that we provided it to you at the start of the Hire Period and by the expiry time and date specified in the Rental Agreement. We allow you a grace period of 30 minutes after the expiry time and date and if you don't return the Buggy within this period then we will charge you a daily charge for each day (or part day) that you keep the Buggy beyond the expiry time and date specified in the Rental Agreement in the sum of £50. Delta Buggys can be collected and returned at a mutually agreed time between 9.30am and 2.00pm Monday to Friday.
- k) You must not allow anyone else to use the Buggy which includes you deliberately allowing access to the Buggy or the access being acquired due to your negligence, negligent act or failure to act.
- l) Any breakdown, faults or malfunction of any part of the Delta must be notified to Little Hiccups immediately and use of the buggy stopped. You must not under any circumstances attempt to repair any part of the equipment yourself.



If you fail to fulfil any or all of these obligations then, it may cause the insurance to be compromised and/or invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, loss and/ or damage that may arise as a result. In addition we reserve the right to demand immediate return of the Buggy if the contracted insurance coverage is compromised and/or invalidated.

6. WHAT IS INCLUDED IN THE PRICE I PAY?

The information you provide to us at the time of booking (such as the duration of the Hire Period) will determine the price you pay. Any change to that information could therefore also mean that the price changes. The price of your rental will be those prices in force at the time of booking or at the time you make any changes to that booking.

The price you will pay comprises the following items:

- a) The daily rental charge for the Buggy for the agreed number of calendar days;
- b) The cost of insurance.

6.b.1. You will be responsible for paying an amount up to the excess shown on the Rental Agreement together with all relevant charges and fees each time the Buggy is damaged or stolen during the Hire Period whether or not you were at fault. Insurance Excess is £100.

6.b.2. You will not be protected for:

6.b.2.1. loss or damage to the Buggy and/or accessories caused by abuse, negligence or breach of the Contract. In these circumstances you will be responsible for and must pay all of our losses and damages and you agree to pay all relevant charges; or

6.b.2.2. any goods or personal possessions that you carry in the Buggy (which are carried at your own risk) or which are left in the Buggy when you return it to us.

6.b.3. You must comply with all of the terms and conditions of the Contract so that our insurance are not compromised and/or invalidated. If you do not do so then we and/or any provider of insurance (whichever applies) may decline to accept responsibility for any loss or damage arising during the Hire Period. If cover is declined, you will be responsible for and must pay all of the losses and damages that we may incur or suffer as a result and you will pay all relevant charges plus a damage administration fee (as above) for each incident.

7. WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

a) The Deposit. The deposit will have been explained in the Confirmation email and will need paying before the buggy is hired. This is taken to leave us with some security for any additional charges that may arise during your use of the Buggy over the Hire Period. This security is in the form of a financial deposit which is determined by the category of Buggy that you are renting from us and the extent of the Hire Period.

b) Any additional fees and charges that are linked to other events which take place



during your rental.

c) Cleaning fees for a Buggy if it is necessary to return the Buggy to the same condition it was in before the start of the Hire Period (including for smoking in or around the Buggy).

d) Charges for lost, stolen or damaged parts of the buggy and/or accessories not covered by the insurance.

8. WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE BUGGY?

a) When you pick up the Buggy from us you will be asked to sign a section on the Rental Agreement that describes the Buggy's condition at that particular time. Before you sign the Rental Agreement you should inspect the Buggy and any accessories for any pre-existing damage.

b) If you notice any apparent defect or damage that is not described on the Rental Agreement then you should ensure a note is made on the Rental Agreement and that we both sign the change to it.

d) Where it isn't possible to check pre-existing damage to the Buggy and any accessories at the time of pick-up you must notify any such damage to us within 24 hours of the start of the Hire Period. Notification of such damage should be made by emailing info@littlehiccups.co.uk

e) If you don't notify us of any pre-existing defect or damage then we will assume that you have accepted the Buggy and any accessories in the condition set out on the Rental Agreement and we will charge you for any new damage that is discovered when the Buggy and any accessories are inspected by both parties when you return the Buggy.

9. WHAT WILL HAPPEN WHEN I RETURN THE BUGGY?

a) You should return the Buggy to the StoreFirst Leeds, 2, Stourton Haigh, Pontefract Rd, Leeds LS10 1AX on the date and at the time shown on the Rental Agreement. Delta Buggys can be collected and returned at a mutually agreed time between 9.30am and 2.00pm Monday to Friday.

b) We are not responsible for any loss or damage to any personal belongings placed in the Buggy which will at all times be your responsibility. You must not leave any personal belongings in the Buggy when you return it to us (you are responsible for checking and removing your personal belongings from the Buggy). Any personal belongings left in the Buggy which remain unclaimed 3 months after the end of the Hire Period will be disposed of.

c) Early Return. If you return the Buggy before the return date and time stated on the Rental Agreement then the Hire Period will end when you return the Buggy. However, in these circumstances, we will not refund any unused prepaid daily rental or accessory charges to you.

d) Late Return In the event that the Buggy is not returned on the date shown on the Rental Agreement, and if we do not hear from you for a period of 24 hours concerning the delay in its return we will regard the Buggy as having been stolen and will report this to the police. We will take all lawful means to recover the Buggy (which may include repossessing it or applying for a Court Order requiring you to return it and/or pay us an amount equal to the Buggy's market value). If we have to



take such steps then:

- a. you give us permission (and cannot withdraw it) to access your premises for the purposes of repossessing the Buggy so long as we do not use unreasonable force or cause damage; and
 - b. you must pay all our reasonable costs (including any legal or professional costs), charges and fees.
- e) When you return the Buggy to us you should take the opportunity to: ensure you have removed all of your personal belongings (you are responsible for checking the Buggy); and inspect the Buggy together with our agent and countersign the check-in document which includes a record of any new damage (from that described on the Rental Agreement at the time of pick up or which you notified to us). You will receive a copy of this signed document. If, during the inspection, we discover new damage to the Buggy (from that described on the Rental Agreement at the time of pick up or which you notified to us in accordance with the provisions of section 8 d)) then we will evaluate it and issue an invoice.

10. DAMAGE TO THE BUGGY

Under no circumstances must you make or endeavour to make any repairs, alterations or additions to the Buggy or any part thereof nor permit any other person to do so without our prior written consent. Any accident, breakdown or any unsatisfactory working of Buggy must be recorded on the Accident and Fault Recording form and immediately notified to us. The Buggy must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the Buggy is involved in any accident resulting in damage to the Buggy or to other property, or injury to any person. No allowance for the hire charges or for the cost of repair will be made by us to you unless they have been specifically authorised in writing by us to carry out the repair.

Unless any of the following charges are covered by the insurance, then you will be responsible for the following charges:



- a) The cost of repairing any damage caused to the Buggy or other accessories; and/ or which you cause to another party, their property, the Buggy they are in and all uninsured losses before the Buggy is checked back in by us.
- b) The replacement cost of any accessories which have been lost, stolen or are uneconomical to repair (whether or not you are responsible for the loss unless the loss is due to our fault or negligence or our breach of this Contract or such loss occurred after the Buggy is checked back in by us).
- c) Any damage caused to the Buggy whilst you have it in your care will be evaluated by us (acting reasonably) and charged according to our cost estimation. Repair costs will vary depending on the extent of the damage.
- d) Please note that depending upon the Insurance and provided you have complied with all applicable policy terms and these T&Cs you may not be charged for the full cost of the damage and the maximum amount you may be required to pay will be the Excess amount (as described in Insurance).

11. WHAT IS EXPECTED OF ME REGARDING THE BUGGY MAINTENANCE?

Throughout the Hire Period we will expect you to look after the Buggy and any accessories against loss or damage (however that arises). If you fail to do so then you will be responsible for all damage and loss and any applicable charges that may arise as a result.

12. WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all elements of your rental have been settled. You will pay or be charged the full amount in one lot as agreed between us.

You must prepay for your booking online. Your means of payment will be debited by the agreed amount, but you will not receive an invoice for that prepayment as the confirmation email will be deemed the receipt for this.

13. WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

- a) You can modify your booking free of charge provided you let us know at least 24 hours before the Hire Period is due to start. We will let you know if the modification to your booking is possible.
- b) You can cancel your booking free of charge provided that you have given us at least 24 hours notice before the Hire Period is due to start.
- c) If you have not cancelled your reservation and fail to pick up the Buggy then your prepayment will not be refunded.
- d) If we cancel the booking you will be fully reimbursed for any sums that you have paid to us for the booking.

14. WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case you want to extend the Hire Period shown on your Rental Agreement you must contact us at least 1 working day before the end of the Hire Period

- a) If we agree to extend the Hire Period you must pay us the additional daily rate and any additional insurance before the end of the original Hire Period.
- b) If you do not contact us in time, if we consider it to be appropriate then we will also have the right, without prior notice, to take any legal action necessary to effect the immediate return of the Buggy. Please note that unless we expressly agree to the



extension you will no longer be insured.

15. WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

The applicable law will be English law and subject to the jurisdiction of the English and Welsh courts.

Our Responsibilities.

- a) If we are in breach of this Contract we will not be responsible for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) or damages that are not foreseeable
- b) We will be responsible for: Personal injury or death that is caused by our negligence; and losses or damages which are a foreseeable consequence of our breach of this Contract or our negligence up to a maximum value of your payment for the rental of the Buggy and any associated accessories. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen.

Whether you call us or write to us we'll aim to respond to your query or complaint within 10 working days of receiving your communication. If we can't respond in these timescales, we'll tell you why and let you know when we aim to reply to you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time of your booking.

16. GENERAL

- a) All notifications that need to be served on either you or us in regard to your Rental Agreement will be sent to the address indicated in the Rental Agreement unless either of us notifies the other party to the contrary.
- b) If the Contract ends it will not affect our rights under the Contract including the right to receive and/or claim any amounts which you owe to us under the Contract.
- c) If you end the Contract after the Buggy is delivered to you, you must return the Buggy to us.

