



## All Terrain Buggy Terms and Conditions

(DEC 2018)



Little Hiccups, c/o 63 High Ridge Park, Rothwell, Leeds LS26 0NL  
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Registered Charity No: 1170147 Company Limited by Guarantee No: 9692276

## 1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in these terms and conditions:
- 1.2 **Commencement Date:** the date that the Hirer takes Delivery of the Equipment.
- 1.3 **Delivery:** the transfer of physical possession of the Equipment to the Hirer at the Site.
- 1.4 **Deposit:** the deposit amount set out in the Payment Schedule.
- 1.5 **Equipment:** Delta All Terrain Buggy, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
- 1.6 **Payment Schedule:** Schedule 1 which sets out the sums payable under these terms and conditions.
- 1.7 **Site:** the Hirer's premises at StoreFirst Leeds, 2, Stourton Haigh, Pontefract Rd, Leeds LS10 1AX.
- 1.8 **Rental Payments:** the payments made by or on behalf of Hirer for hire of the Equipment.
- 1.9 **Rental Period:** the period of hire as set out in Schedule 2.
- 1.10 **Total Loss:** due to the Hirer's default the Equipment is, in Little Hiccups's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.
- 1.11 **VAT:** value added tax chargeable in the UK or elsewhere.

## 2. Equipment hire

- 2.1 Little Hiccups shall hire the Equipment to the Hirer subject to these terms and conditions.
- 2.2 Little Hiccups shall not, other than in the exercise of its rights under these terms and conditions or applicable law, interfere with the Hirer's quiet possession of the Equipment.



### 3. Rental Period

The Rental Period starts on the Commencement Date and shall continue for the period set out in Schedule 2 unless the Rental Period is terminated earlier in accordance with these terms and conditions.

### 4. Rental Payments and Deposit

- 4.1 The Hirer shall pay the Rental Payments to Little Hiccups in accordance with the Payment Schedule. The Rental Payments shall be made by PayPal which also accepts credit/debit card..
- 4.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 4.3 All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding.

### 5. Delivery

- 5.1 Delivery of the Equipment shall be made by the Little Hiccups. The Little Hiccups shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 6 (Title, risk and insurance) of this agreement.

### 6. Title and risk

- 6.1 The Equipment shall at all times remain the property of Little Hiccups, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these terms and conditions).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (**Risk Period**) until such time as the Equipment is redelivered to Little Hiccups.

### 7. Hirer's responsibilities

- 7.1 The Hirer shall during the Risk Period:



- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner;
- (b) take such steps (including compliance with all safety and usage instructions provided by the Little Hiccups) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used and stored;
- (c) maintain the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear excepted);
- (d) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Little Hiccups and keep Little Hiccups fully informed of all material matters relating to the Equipment;
- (e) not, without the prior written consent of the Little Hiccups, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (f) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;
- (g) ensure that at all times the Equipment remains identifiable as being Little Hiccups's property; and
- (h) deliver up the Equipment at the end of the Rental Period or on earlier termination of the same at such address as Little Hiccups requires, or if necessary allow Little Hiccups or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment.

7.2 The Hirer acknowledges that Little Hiccups shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer, and the Hirer undertakes to indemnify Little Hiccups on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with these terms and conditions.

## 8. Warranty

8.1 Little Hiccups warrants that the Equipment shall substantially conform to its specification (as made available by Little Hiccups), be of satisfactory quality and fit for any purpose held out by Little Hiccups. The Little Hiccups shall use reasonable



endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period.

## 9. Liability

- 9.1 Without prejudice to clause 9.2, Little Hiccups's maximum aggregate liability for breach of these terms and conditions, whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the Rental Period.
- 9.2 Nothing in this agreement shall exclude or in any way limit:
- (a) either party's liability for death or personal injury caused by its own negligence; or
  - (b) either party's liability for fraud or fraudulent misrepresentation.
- 9.3 These terms and conditions sets forth the full extent of Little Hiccups's obligations and liabilities in respect of the Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Little Hiccups except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 9.4 Without prejudice to clause 9.2, neither party shall be liable under this agreement for any:
- (a) loss of profit;
  - (b) loss of revenue
  - (c) loss of business; or
  - (d) indirect or consequential loss or damage.

in each case, however caused, even if foreseeable.

## 10. Termination

- 10.1 Without affecting any other right or remedy available to it, Little Hiccups may terminate the Rental Period with immediate effect by giving notice to the Hirer if:
- (a) the Hirer fails to pay any amount due under these terms and conditions on the due date for payment;
  - (b) the Hirer commits a material breach of any of these terms and conditions;



- (c) the Hirer repeatedly breaches any of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to these terms and conditions;

## 11. Consequences of termination

11.1 Upon termination of this agreement, however caused:

- (a) Little Hiccups's consent to the Hirer's possession of the Equipment shall terminate and Little Hiccups may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
- (b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to Little Hiccups on demand:
  - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.4;
  - (ii) any costs and expenses incurred by the Little Hiccups in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

11.2 Upon termination of this agreement pursuant to clause 11.1, any other repudiation of this agreement by the Hirer which is accepted by the Little Hiccups or pursuant to clause 11.3, without prejudice to any other rights or remedies of the Little Hiccups, the Hirer shall pay to the Little Hiccups on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less:

- (a) a discount for accelerated payment at the percentage rate set out in the Payment Schedule; and
- (b) the Little Hiccups's reasonable assessment of the market value of the Equipment on sale.

11.3 The sums payable pursuant to clause 12.2 shall be agreed compensation for the Little Hiccups's loss and shall be payable in addition to the sums payable pursuant to clause 12.1(b). Such sums may be partly or wholly recovered from any Deposit.

11.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination



or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 12. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

## 13. Assignment and other dealings

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## 14. Entire agreement

14.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 15. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 16. Third party rights

16.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.



16.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

**17. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**18. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**19. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Signed:		Date:	
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## Schedule 1 Payment Schedule

Payment Reference	
Deposit	£50
Daily Fee	£4
Daily Late Fee (if required)	£50
Insurance Excess (if required)	£100
Cleaning fee (if required)	Invoice sent once cleaning has taken place

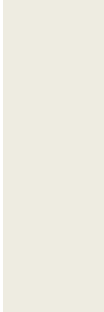
Payment Schedule	
Deposit	£50
Daily Fee	£4
Total Amount of Days hired	
<b>TOTAL AMOUNT DUE</b>	



## Schedule 2 Equipment Schedule

Hire Period (not longer than 21 days)	
Start date	
Finish date	
Total Amount of Days Hired	





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