

Rental Terms and Conditions.

1. Parties to this agreement:

- 1.1. Hirer: The person or persons entering into the hire of equipment
- 1.2. Owner: Oriental Leather Co Ltd, trading as Morris Living [ML].

2. Basis of contract

- 2.1. The Contract with ML commences only when the hirer places their order, gives authorisation to collect payment and signs the Rental Agreement.
- 2.2. ML will confirm its acceptance to the hire by delivering the chair on the pre-agreed date.
- 2.3. By placing an order with ML the hirer warrants that he or she is Legally capable of entering into contracts, at least 18 years old and resident in England, Scotland or Wales.

3. Delivery

- 3.1. Within two working days of receiving the order, ML will propose and confirm a suitable delivery date which will be a maximum of 14 days from the order date. ML will deliver and install the chair inside the home unless the hirer prefers to receive a faster parcel delivery by prior arrangement.
- 3.2. The hirer shall pay the costs of the delivery, such costs to be collected at the point the hirer places their order.
- 3.3. The period of hire commences from the date of delivery. It is the responsibility of the hirer to ensure someone is available to receive the goods between 9am and 5pm on the date of delivery.
- 3.4. The product will be the hirer's responsibility from the date of delivery until collected by ML or its agent.

4. Rental Period

- 4.1. The Rental Period shall commence on the date of delivery of the product.
- 4.2. The Rental Period shall be for a minimum of one calendar month and full payment of this initial period will be taken when the order is received.
- 4.3. The contact automatically renews unless terminated by the hirer by the giving of 5 working days' notice to ML.
- 4.4. The frequency of payments will be one payment per month following the initial rental period.
- 4.5. Hirer must make the product available for collection at the conclusion of the contract. Failure to do so will result in the hirer being responsible for continued hire payments until such return is made.
- 4.6. Any change in address must be advised to ML. ML reserves the right to charge additional collection and rental fees if the hirer moves beyond a reasonable catchment area from ML base in Newark.

5. Hirer's right to cancel the agreement.

- 5.1. Prior to delivery, the hirer shall have the right to cancel at any time with any payments returned in full.
- 5.2. After delivery, the hirer shall have the right to terminate this agreement by giving 5 working days' notice prior to requested collection date. This termination shall not mitigate any outstanding hire payments which have not been paid up to date of termination. Ongoing payments will cease 5 working days after notice of termination.
- 5.3. In the event of the death of the hirer, then on the return of the goods this agreement shall be terminated but this termination shall not mitigate any outstanding hire payments.

6. Hirer's responsibilities

- 6.1. Hirer will provide adequate delivery and collection access to enable ML to deliver the product(s). The hirer shall sign a delivery note to acknowledge receipt of the product.
- 6.2. The hirer will not subject the chair to operation outside its advertised weight limit.
- 6.3. The hirer will store the chair in a safe fashion out of the elements when not in indoor use.
- 6.4. The hirer must not sell, rent or dispose of the product or any of its parts. Hirer must not give anyone legal rights over the product.
- 6.5. Hirer must not let anyone work on the product without first having obtained ML's written consent. Hirer will immediately notify ML of any mechanical breakdown or if the product is defective or damaged in any way and without any attempt to repair.
- 6.6. Hirer will be liable for cosmetic damage to the product and will be liable for the reasonable costs of cosmetic repair such as damage to upholstery.
- 6.7. The Hirer will accept the responsibility for any product supplied to them during the course of this contract as a temporary or long-term loan or replacement while their product is with ML for mechanical repair. The hirer will accept an alternative like for like replacement if their product cannot be repaired.
- 6.8. The hirer will give ML access to carry out repairs to the product on site if possible.

7. Morris Living's responsibilities

- 7.1. ML will repair and maintain the product, or provide an alternative, to at least the manufacturer's recommended standard. ML can only be accountable for any maintenance problems if notified by the hirer, continued use by the Hirer once notification has been made will be the total responsibility of the Hirer. The hirer accepts all liability in this instance.
- 7.2. If the hirer notifies ML of a breakdown or defect in accordance with clause 6.5 above, ML will endeavour to send an engineer to the hirer to inspect and repair or replace the product within 7 days of notification by the hirer, at no additional cost to the hirer, provided that the breakdown or damage is not a result of the misuse or negligence of the Hirer.

8. Collection or return of products.

- 8.1. ML will always exercise care on collection so as not to damage property or decor whilst collecting goods, ML will not be held liable for any accidental damage caused.
- 8.2. The hirer grants ML, its agents and employees an irrevocable licence to enter any premises where the product is stored on reasonable prior notice for the purpose of collecting the product.

- 8.3. ML will use reasonable endeavours to collect the product within 14 days of the requested collection date. The hirer shall not be liable for any rental fees beyond the requested collection date.
- 8.4. The hirer will remain liable for on-going hire charges, where a collection was unable to be made through the actions of the hirer, until the product is collected by ML or its employees or agents and the costs of any subsequent collection attempts will be paid by the Hirer.

9. VAT

- 9.1. All prices are shown excluding VAT. The hirer commits to completing a VAT Exemption form (supplied after the order has been placed) or will make arrangements to pay VAT on top.

10. Charges

- 10.1. Hirer will pay the following charges: The hire charge; the cost of repairing or replacing the product if it is damaged through negligence or misuse while in the care of the hirer; Any published rates for delivering and collecting the product; ML costs including legal fees incurred in collecting payments due from the hirer under the Agreement.
- 10.2. The hirer shall make available to ML or its payments agent a current active credit or debit card or bank account to allow such charges to be collected and hereby gives ML or its payments agent permission to use this card or bank account to collect payment.

11. Payment Terms

- 11.1. Payment for the initial rental period and upfront delivery and collection charges shall be made by credit/debit card when placing the order.
- 11.2. All payments for ongoing hire charges and other charges shall be made by direct debit using a third party payment agent such as GoCardless.
- 11.3. Hire charges shall be made monthly in advance.
- 11.4. If the hirer fails to make any payment on the due date then, without prejudice to any other right or remedy available to ML, ML shall be entitled to:
 - 11.4.1. Cancel the contract and suspend any further supply of services to the hirer until such time as the hirer has paid in full including any interest under these conditions;
 - 11.4.2. Recover any products already delivered to the hirer for which payment has not been received;
 - 11.4.3. Utilise any payment made by the hirer to ML against payment due under this contract (even if this payment has been made under any other contract between the hirer and ML) as ML may think fit; and
 - 11.4.4. Charge the hirer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per cent per annum above Barclay's Bank plc's base lending rate from time to time, calculated on a daily basis, until payment in full is made and will be liable for reasonable legal charges incurred by ML in the recovery of amounts due.
- 11.5. The Hirer shall not be entitled to withhold any payment (or part thereof) or make any deduction from the amount invoiced by ML in respect of any set-off or counterclaim unless such deduction or withholding is agreed in advance by ML in writing.

12. Warranty

- 12.1. ML warrants that the product will correspond in all material respects with its description given on the website at the time of delivery and for the duration of the contract. This warrant does not apply where the defect arises from wilful damage, negligent use of the product, abnormal usage conditions, failure to follow ML's instructions (whether oral or in writing), misuse or alteration or repair of the product without ML's prior approval while the product is in the responsibility of the hirer in accordance with the terms of this contract.
- 12.2. Nothing in any contract or these conditions shall exclude or limit either party's liability for death or personal injury caused by negligence, for fraudulent misrepresentations or for any other liability which cannot be legally excluded or limited.
- 12.3. Where any valid claim in respect of any product which is based on any defect in the quality, condition or quantity of the product is notified to ML in accordance with these conditions, ML shall be entitled to replace the product (or part of the product) free of charge, but this shall be the hirer's sole remedy and ML shall have no further liability to the Hirer in this respect.
- 12.4. ML will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the contract that is caused by an event outside our control. An "Event outside our control" means any act or event beyond our reasonable control, including without limitation performance of third party couriers, strikes, lock-outs, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shopping, aircraft, motor transport or other means of public or private transport.
- 12.5. If an event outside our control takes place that affects the performance of ML's obligations under a contract. ML will contact the Hirer as soon as reasonably possible to notify the Hirer; and ML's obligations under the contract will be suspended and the time for performance of ML's obligations will be extended for the duration of the event outside our control. Where the event outside our control affects ML's delivery of products to the hirer, ML will arrange a new delivery date with the hirer after the event outside our control is over.

13. Title

- 13.1. All goods for hire purposes remain the property of ML. If payment (or part) is overdue, we reserve the right to remove the goods and may enter upon the hirer's premises for that purpose. The hirer grants ML the right to enter his/her premises in this instance.