



DEMO BOX HIRE Terms & Conditions

You are borrowing a box of demo items from Neuff Athletic Equipment Ltd. These demo items are provided to enable clubs and athletes to try different implements before making purchasing decisions. Please read the following terms and conditions carefully.

Mission and ethos

Neuff Athletic is dedicated to supporting athletics development. We want all athletes to buy the equipment that will help them achieve their Personal Best – not the most expensive one, or the one with the nicest paintwork!

We do that by:

- Working with top coaches to provide guides and video-based advice to individuals on implement choice
- 2. Providing demo-boxes containing different equipment to try before buying

Borrowing the demo box should help athletes and clubs to save money and improve their performance by only buying the most appropriate items for your own level of development and performance.

Definitions

The 'Hirer' – any person, club, group or organisation who orders and pays for a demo box, whether online or by any other means

'Demo Box' - the collection of items specified for hire

'Item' – any piece of equipment included in the Demo Box

'Neuff' ('Company', 'us', 'we' or 'our') - Neuff Athletic Equipment Ltd

'Borrowing' – the act of hiring a Demo Box from the Company for the stated fees and returning it on the stated return date

Borrowing

Hirer Responsibilities

The Hirer is responsible for:



- Returning the Items in a good, clean, useable condition. We recognise that minor dings
 and scuffs may occur from testing the implements, but the items must be returned in good
 useable condition. For example, discus must not be caged, shot should not be severely
 dented, hammer wires should be intact. See below for further clarification
- 2. **Covid-secure hygiene.** Please ensure that if more than one person uses the items, the items are cleaned between people using either the wipes provided or other appropriate cleaning methods.
- 3. **Returning the Demo Box back on time.** You must return all items borrowed to Neuff by the stated Return Date.
 - You understand that returning items after their Return Date will incur a late fee, determined by Neuff. You will receive notifications reminding you the item is due to be returned. These fees will be deducted from your deposit. If you do not return the Demo Box after 1 week of your Return Date, the Demo box will be considered a 'non return' and your card will be charged for the full amount of the deposit. We will notify you in writing.
- 4. **Giving at least 24 hours notice for any cancellations** of your reservations. If you no longer need to borrow the Demo Box, you agree to cancel it with 24 hours notice. Failure to do so means you'll be charged a Cancellation Fee equivalent to the full amount for the shipping and handling.
- 5. **Keeping the items safe.** If you have a problem returning the item, please contact us immediately. If you lose or any or all of the items in the Demo Box is stolen from you, we will consider it a 'non return' and can charge you up to the full replacement cost of a new item.
- 6. **Using the items in a safe and proper manner.** You are responsible for using any item you borrow for the job it is intended to do, taking appropriate safety precautions, both for the athlete and any by-standers.
- 7. Immediately stopping use of an item if it becomes unsafe or in a state of disrepair.
- 8. Telling Neuff about any accidental damage immediately at sales@neuff.co.uk, so we know the item is not available for the next borrower. We will not charge you for 'reasonable use' wear & tear, so long as this is reported straight away. Where the item has been used inappropriately or unreasonable damage has been caused, Neuff may charge you a repair fee or up to the full replacement cost of the item (at our discretion on inspection of the item). You understand that Neuff is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items.
- 9. **Understanding that you need to arrange insurance** The Demo Box and Items are hired entirely at your own risk. This agreement confirms your understanding that Neuff is not responsible for use of the equipment and the safety of anyone using it. That responsibility lies with the Hirer. You are advised to check your insurance and seek additional cover as necessary for loss or damage of the equipment, and for public liability.
- 10. **Not borrowing the items for competition** Neuff cannot guarantee that the items meet standards for competition.
- 11. Paying the total amount owed for the item(s) borrowed. You will be required to pay the shipping and handling fee associated with the type of box borrowed, as advertised on the website and subject to change without notice. This payment will be taken before the box is sent. Your credit card will also be pre-authorised for the full retail value of the items as a



deposit. This preauthorised payment will only be taken if the items in Demo Box are either a) not returned, or b) returned in a damaged, unusable condition. The amount of payment taken will be decided by Neuff on the basis of the number of items missing or damaged. If, for any reason, the pre-authorised credit card payment cannot be taken, we will contact you with an invoice for the amount owed. If after initial communication you still have not paid the fees you owe, Neuff may take legal action to ensure fees are paid and may charge an administration or legal fee to cover costs.

We'd love you to share your feedback, stories & ideas so we can keep improving Neuff Demo Boxes for future borrowers!

Now for the serious bit. As a Hirer, you agree to indemnify and hold harmless Neuff, its officers, agents, and employees for any and all liability, loss, claims and demands, actions or causes of action for the death and injury to any people and for any property damage suffered or incurred by any person, which arises in any way from the use of items you are borrowing. If we discover you are not respecting the rules of borrowing and our guidance in how to use the Demo Box and its items in a safe and proper manner, we reserve the right to refuse future borrowing at any time. You understand legal action may be taken against you.

Neuff's responsibilities

Neuff is responsible for:

- 1. Taking reasonable action to ensure the quality and safety of its items, including as a minimum:
 - 1. Sourcing brand new items, or fully refurbished items that have passed visual inspection
 - 2. Carrying out checks and inspections on all items prior to sending them out and when receiving them back in.
 - 3. Cleaning and disinfecting all items between hires
- 2. Taking reasonable action to enable the Hirer to learn how to use items in a safe and proper manner, including:
 - 1. Making available how-to guides for items where appropriate
 - 2. Reminding Hirers to stop using items and to report any damage or repair immediately on noticing anything unusual (see Hirer Responsibilities 7).
- 3. Making it known that the hirer is not covered by any Neuff insurance and they will need to ensure they have their own insurance for:
 - 1. Loss or damage to the items borrowed
 - 2. Public liability insurance covering the use of the items
- 4. Handling any issues and complaints relating to borrowing in a sensitive and timely manner, including:



- 1. Making a direct refund to a Hirer's bank account if for any reason the member has been overcharged for the item(s) borrowed. This refund takes up to 10 days to reach the Hirer's bank account from the time of discovery.
- 2. If necessary, cancelling or changing a reservation. A credit or refund to the value of the reservation will be issued back to the Hirer.
- 5. Storing all Hirer data as securely as reasonably possible, handling data sensitively and ensuring data is compliant with the General Data Protection Regulation and other data protection laws. See Neuff's Privacy Policy below for more information on how we do this, in accordance with our standard terms & conditions.

Item condition

The following are deemed fair wear-and-tear of usage of the items:

- 1. Shot
 - Small chips to paint finishes
 - Small scuffs and dings to the surface
- 2. Discus
 - Small scuffs and scratches to the plate surface and rims
- 3. Hammer
 - Small chips to paint finishes
 - Small scuffs and dings to the surface
 - Bends and scuffs to the wire
 - Marks where pliers have been used to fix and unfix the wire
 - Marks and discolouration on the gloves

The following are deemed excessive damage of the items:

- 1. Shot
 - Large dents in the surface (greater than 10mm diameter / 3mm depth)
- 2. Discus
 - Large dents or bends to the rim, resulting in the plates not sitting correctly in the rim
 - Cracks of any size in the plates
- 3. Hammer
 - Large dents in the surface (greater than 10mm diameter / 3mm depth)
 - Broken or snapped wire
 - Bent handle
 - Cuts or tears in the gloves

It is therefore important that you avoid 'caging' the equipment and check the landing area for stones before throwing.



Communicating with you

As a Hirer from Neuff, you will receive some communications from us, including:

- 1. Reservation, check-out and check-in receipts each time you reserve and borrow
- 2. Shipping and collection updates
- 3. occasional service updates
- 4. personalised promotions and offers
- 5. newsletters

If you want to disable our updates and newsletters at any time, you can do so either by clicking 'unsubscribe' at the bottom of the email or by emailing sales@neuff.co.uk.