



## **TERMS & CONDITIONS OF HIRE**

These terms and conditions form the basis of your hire agreement made on-line through our website or in person.

Please read them carefully as they contain important information.

### **1. The contract between us**

We must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by us only when a confirmation of acceptance is sent by us. Only at this point is a legally binding contract created between us.

### **2. Acknowledgement of your order**

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

### **3. Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to MCP Mobility Hire. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

### **4. Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

### **5. Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

### **6. Availability**

The services will be provided within an agreed timescale, and time is not of the essence of the contract. You will agree to return the product within the agreed timescales.

### **7. Ordering errors**

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.



## **TERMS & CONDITIONS OF HIRE**

### **8. Price**

The prices payable for services that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

### **9. Payment terms**

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if our services are delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the services from you, then we can refuse to process your order and/or suspend any further services. This does not affect any other rights we may have.

#### **9.1 Deposit**

MCP Mobility Hire or our hire location will take a deposit on the day of the hire, the deposit will be 100% refundable subject to:

- a. All items and accessories are returned with the Mobility Scooter
- b. The Mobility Scooter is returned damage free or in the same condition as noted on the pre-hire visual check

### **10. Your agreement of hire**

You agree to the following during the Mobility Scooter period of hire:

- You agree to operate and use the Mobility Scooter in a safe manner with care and attention to other users and the general public.
- Use the Mobility Scooter in accordance with any highways code or holiday park safety guidance and instructions.
- Ensure the correct seating position and tiller angle.
- Store the Mobility Scooter with the protective rain cover used when required to prevent water damage.
- Take appropriate care of the Mobility Scooter to avoid in-direct or direct damage.
- Not to carry any passengers or allow any other persons to use the Mobility Scooter.
- Not to operate the Mobility Scooter under the influence of alcohol/drugs likely to affect driving ability.
- Liable for the full cost of any damage incurred during the period of hire, including any loss of equipment.
- In the unlikely event of any damage caused you agree to forfeit the full or partial amount of the deposit.
- Return the Mobility Scooter to the agreed location and time in-line with the booking confirmation.
- Inform the hire location or MCP Mobility Hire of any incidents or faults in a timely manner.

### **10. Cancellation rights**

- 10.1 Where you are a consumer as defined in **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun the services within the Cancellation Period)



## **TERMS & CONDITIONS OF HIRE**

- 10.3 If you wish to cancel after the statutory 14 calendar day cancellation period and one week before the 1<sup>st</sup> day of hire, we may have to charge an administration fee that is proportionate.
- 10.4 Should you require to cancel your within less than one week before the 1<sup>st</sup> day of hire, we will be required to charge a cancellation fee that is proportionate to the loss of the hire.
- 10.4 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, email [bookings@mcpmobilityhire.co.uk](mailto:bookings@mcpmobilityhire.co.uk) with "cancellation request" in the subject or contact us by telephone on +44(0) 1768840993.
- 10.5 Your right to cancel the hire services will no longer apply upon commencement of the hire.

### **11. Cancellation by us**

- 11.1 We reserve the right not to process your order if:
- 11.1.1 We have insufficient staff or resources to deliver the services you have ordered;
- 11.1.2 We do not provide services to your area; or
- 11.1.3 One or more of the services you ordered was listed at an incorrect price due to a typographical error.
- 11.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

### **12. If there is a problem with the services**

- 12.1 If you have any questions or complaints about the services please contact us. You can do so by emailing [bookings@mcpmobilityhire.co.uk](mailto:bookings@mcpmobilityhire.co.uk) with your "Booking Reference" in the subject or contact us by telephone on +44(0) 1768840993.
- 12.2 We are under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

### **13. Liability**

- 13.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- 13.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- 13.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.



## **TERMS & CONDITIONS OF HIRE**

### **14. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Shalamar, Stainton, Penrith CA11 0ES and all notices from us to you will be displayed on our website from time to time.

### **15. Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

### **16. Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

### **17. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

### **18. How we may use your personal information**

We will only use your personal information as set out in our privacy policy, this can be found on our website.

### **19. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

### **20. Other important terms**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit the dispute for online resolution to the European Commission Online Dispute Resolution platform.



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**MCP CANCELLATION FORM**

Please Complete and return this form only if you wish to withdraw from the contract

To: MCP Mobility Hire, Shalamar, Stainton, Penrith, Cumbria, CA11 0ES

I hereby give notice that I cancel the mobility scooter hire for:

BOOKING REFERENCE:

DATE ORDERED:

BOOKING LOCATION:

BOOKING DATE / DURATION:

NAME OF CONSUMER(S):

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ADDRESS OF CONSUMER(S):

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Signature of consumer(s):

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Date: .....