



## HARVEST HEALTHCARE LTD EQUIPMENT RENTAL TERMS AND CONDITIONS

**Terms and Conditions Please read the following terms and conditions carefully.**

### **1. HIRE**

The service user hires the equipment from Harvest Healthcare Ltd, subject to these terms and conditions of hire.

### **2. CHARGES AND PAYMENT**

2.1 The hire fee paid by the service user for the use of the equipment shall be as quoted by Harvest Healthcare.

2.2 The minimum hire period charged is four weeks. Charges thereafter are in full week increments.

2.3 Invoices will be raised monthly for payment within 14 days.

2.4 Delivery will be charged at £20 for most items, and £50 per bed. Bed installations can be carried out at an additional cost of £50 per bed.

2.5 Collection of equipment will be charged at £45 per item and £75 per bed.

### **3. USE OF EQUIPMENT, LIABILITY, AND DAMAGE**

3.1 The care of the equipment shall be at the sole risk of the service user throughout the hire period.

3.2 Should the service user be dissatisfied with the equipment for good cause, the equipment will be exchanged by Harvest Healthcare Ltd for another similar piece of equipment.

3.3 The hire equipment may under no circumstances be used outside the UK.

3.4 The equipment shall be returned to Harvest Healthcare Ltd in the same condition as received, fair wear and tear excepted. Equipment must be thoroughly cleaned by the service user prior to return to Harvest Healthcare Ltd.

3.5 The equipment shall be regarded as having been provided in good order and repair and without damage. Any damage not recorded on the equipment inspection sheet completed at the beginning of the contract and initialled by both parties will be regarded as new damage, the cost of repair of which will be the responsibility of the service user and which cost will be payable on return of the equipment.

3.6 If the equipment is not properly cleaned prior to return, Harvest Healthcare Ltd reserve the right to refuse collection until it has been properly cleaned. If any equipment returned to Harvest Healthcare Ltd requires cleaning, the service user will be charged accordingly.

3.6 The service user shall be liable for any loss or damage to the equipment and any expenses incurred in recovering the equipment during the hire period. Any repairs or replacement must be carried out by Harvest Healthcare Ltd.

3.7 If the equipment becomes defective it is not to be used until it has been repaired or replaced by Harvest Healthcare Ltd.

3.8 In the event of non-payment or any breach of this agreement by the service user, Healthcare Ltd shall be entitled to take possession of the equipment at any location or from whomsoever may be in possession. Any costs incurred by Harvest Healthcare Ltd in retrieving the equipment will be charged to the service user.

**4. NON-LIABILITY** Save where caused by the negligence of Harvest Healthcare Ltd: -

4.1 Neither Harvest Healthcare Ltd nor any of its members, employees, servants, or agents shall be liable for any loss or damage, whether direct or indirect, consequential or otherwise arising from the hire by the service user of the equipment including any liability to any third party.

4.2 The Harvest Healthcare Ltd, its members, employees, servants or agents are hereby indemnified by the service user or his estate against any claim/s of any nature whatsoever and howsoever arising from any damages or loss which might be instituted against it, arising from the hiring of the equipment.

4.3 Harvest Healthcare Ltd and its employees are not liable for any injuries sustained while using the equipment hired from Harvest Healthcare Ltd.

**5. GENERAL**

5.1 This document contains the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, promises or the like not recorded herein and signed by or on behalf on the service user and Harvest Healthcare Ltd.

5.2 The service user authorises Harvest Healthcare Ltd to insert any amendments into the agreement, which are not known or available at the time of signing or to rectify any bona fide errors in any fact, figure or calculation.

5.3 This agreement and all matters or disputes arising from it shall be governed in accordance with English law.

5.4 The service user is not entitled to cede any of the rights under this agreement or to sub-let or part with possession of the equipment, its tools or equipment or any part of it.

5.5 If Harvest Healthcare Ltd institutes any legal proceedings against the service user to enforce any of its rights under this agreement, it shall be entitled to recover from the service user the legal costs incurred on an indemnity basis.

5.6 If the service user enters this agreement on behalf on any principal, disclosed and/or undisclosed, he shall be personally liable jointly and severally with the principal.

5.7 Clients are required to complete a VAT Exemption Form where applicable. If clients are not eligible to complete a VAT Exemption Form, or choose not to complete the form, VAT will be chargeable.

5.8 Harvest Healthcare Ltd may, at its sole discretion, terminate this agreement at any time by notice (verbal or in writing) to the service user, notwithstanding anything to the contrary in this

agreement, whereupon the service user shall return the equipment to Harvest Healthcare Ltd forthwith. The obligations of the service user and the rights of Harvest Healthcare Ltd under this agreement shall continue in effect until the equipment has been returned to Harvest Healthcare Ltd and the service user has complied with all his obligations.

I, undersigned have read the terms and conditions and I fully understand and accept them.

Service User Name: .....

Signature Date: .....

Signed on behalf of Harvest Healthcare Ltd: .....