**Rentagolftrolleyalgarve.com equipment hire Terms & Conditions**

**1. Definition of Terms**

* 1. ‘The Owner’ is rentagolftrolleyalgarve.com, 2, Hazel Grove, Knuzden, Blackburn, Lancs. BB1 3NB (proprietor Roger Yates) and its successors.
	2. ‘The Hirer’ is any person(s) specified on the agreement, including their successors or personal representatives.
	3. ‘Equipment’ includes all trolleys, batteries, chargers, sundry accessories and other hire equipment that the Owner agreed to hire to the Hirer.

**2. Extent of Contract and Title**

 2.1 No conditions or warranties other than specified herein shall be implied or deemed to be incorporated to form part of the contract.

 2.2 The Owner will retain title and ownership to the Equipment.

**3. Suitability and Delivery in Good Order**

 3.1 The Equipment shall be deemed to be in good order and in accordance with the Hirer’s satisfaction unless notification is received by

 the Owner on the day of delivery.

 3.2 No warranty is given that the Equipment is suitable for the purposes of the Hirer.

**4. Security**

 4.1 The Hirer shall be responsible for ensuring the security of the Equipment at all times. Any costs arising from the Equipment not being

 secured are chargeable to the Hirer.

**5. Connection to Mains Services**

5.1 Connection and disconnection to mains services are the responsibility of the Hirer and must be performed by a competent operative.

**6. Maintenance, Care and Alterations**

 6.1 The Hirer shall be responsible for maintaining the Equipment in the same condition and working order as on the date of delivery and

 for ensuring that the Equipment is in good and clean condition on the completion of the hire period. Any loss, damage or additional

 cleaning costs are chargeable to the Hirer.

 6.2 In the event of Equipment damage or malfunction, the Owner must be informed immediately in order arrange inspection. Any damage or

 malfunction caused by mis-use, neglect or vandalism by the Hirer or his agent(s) will be chargeable to the Hirer.

 6.3 In the event of severe climatic or environmental conditions, the Hirer will take action to minimise damage to the Equipment.

 6.4 No equipment or accessories may be removed from the hire Equipment. Replacement of lost items will be chargeable to the Hirer.

**7. Inpection**

 7.1 The Hirer shall at all times allow the Owner to have reasonable access to the Equipment to inspect, test, replace or repair.

**8. Termination**

 8.1 The Owner will be entitled to terminate the agreement and remove the Equipment in the event of failure by the Hirer to comply with the

 terms and conditions of hire.

 8.2 The Hirer will ensure that all Equipment and accessories are returned in a good and clean condition at the end of the hire period.

**9. Loss and Damage**

 9.1 The Owner accepts no liability or responsibility due to or arising from the Equipment becoming unusable through any cause whatsoever

 whilst in the custody of the Hirer, except through to Owner’s negligence.

 9.2 The Hirer will be charged for any damage caused to the Equipment whilst in the Hirer’s possession.

 9.3 If the Equipment is not returned or is significantly damaged, the Hirer will be charged for the replacement cost of the Equipment.

**10. Insurance**

10.1 The Hirer will arrange adequate insurance cover for all equipment during the period of hire and shall fully and completely indemnify the

 Owner in respect of all claims for injury to persons or property caused by and in respect of all costs and charges in connection therewith

 whether arising under statute or common law except through the Owner’s negligence.

**11. Sub Let**

11.1 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment and shall protect

 against distress, execution or seizure and shall indemnify the Owner against all damages, losses, costs, charges and expenses that may be

 occasioned by failure to observe and perform this condition except in the case of government requisition.

11.2 The Hirer shall not assign his rights hereunder nor sub-let or lend the Equipment or any part thereof to a third party without the prior

 express consent of the Owner.