

TALLEY GROUP LIMITED
TERMS AND CONDITIONS FOR THE HIRE OF GOODS

1. THESE TERMS

1.1. **What these terms cover.** These are the terms and conditions on which we supply hire goods to you and perform the services and/or work for you in conjunction with the hire of hire goods including delivery, installation and/or collection of the hire goods.

1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the hire goods to you and the terms of such hire, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. **Who we are.** We are Talley Group Limited a company registered in England and Wales. Our Company Registration number is **00520386** and our registered office is 23 Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9DQ.

2.2. **How to contact us.** You can contact us by telephoning our customer service team on 01794 503500 or by writing to us at sales@talleygroup.com or Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire SO51 9DQ.

2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this will include e-mail.

3. OUR CONTRACT WITH YOU

3.1. These terms apply to orders placed face to face at your home or premises, via telephone, in writing, via fax or via our website.

3.2. **If you are a business customer** these terms apply to the exclusion of all other terms and conditions including any terms or conditions which you seek to apply under any purchase order, confirmation of order, course of dealing or similar document, or which are implied by trade, custom, practice or course of dealing.

3.3. Each order shall be an offer by you to hire the hire goods and these terms shall apply. Please ensure that you read these terms carefully, and check that the details on the order and in these terms are complete and accurate, before you sign or submit the order.

3.4. **How we will accept your order.** Our acceptance of your order will take place when we issue a written acknowledgement of the order or, if earlier, we deliver the hire goods to you, at which point a contract will come into existence between you and us.

3.5. **If we cannot accept your order.** If we are unable to supply the hire goods, provide the services or accept your order, we will inform you of this and will not charge you the rental for the hire goods or charges for the services. This might be because the hire goods are unavailable, because we have identified an error in the rental or description of the hire goods or because we are unable to meet a hire period you have specified.

3.6. **Quantity of the hire goods.** The quantity of the hire goods and the hire period shall be as set out in the order. Each order of an item of hire goods shall form a separate contract and shall be separate to any other contract for hire goods with the Company.

3.7. **The hire period:** The hire period will start on the date we deliver the hire goods to you at the premises set out in the order or otherwise agreed with you and shall end on the earlier happening of any of the following events:

3.7.1. the physical return of the hire goods by you to us;

3.7.2. the physical repossession or collection of the hire goods by us; or

3.7.3. notification by you for us to collect the hire goods.

3.8. **Minimum hire period.** All contracts shall be subject to a minimum hire period of 7 days at the agreed rental.

3.9. **Quotations.** Any quotation is given on the basis that no contract will come into existence between you and us until the Company acknowledges the order. Any quotation is valid for a period of thirty (30) days from its date, provided that we have not previously withdrawn it.

3.10. Hire goods are hired subject to them being available for hire at the time required by you. We will not be liable for any loss suffered by you as a result of the hire goods not being available when you order them.

3.11. **National Health Service.** If you are a National Health Service customer, it is your responsibility to notify your technical department that the hire goods have been ordered and to obtain approval from such technical department before using the hire goods. We shall not have any liability for any loss or damage resulting from your failure to do so. We are registered by the NHS Supplies Authority under Master Indemnity Agreement Number 058.

4. OUR HIRE GOODS

4.1. **Hire goods may vary slightly from their pictures.** The images of the hire goods in our brochures and on our website are for illustrative purposes only. Although we have made every effort to display the colours and goods accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the hire goods. Your hire goods may vary slightly from those images.

4.2. **Packaging may vary.** The packaging of the hire goods may vary from that shown in images on our website or in our brochure.

5. YOUR RIGHTS TO MAKE CHANGES TO YOUR ORDER

5.1. **If you wish to make a change to the hire goods** you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the rental of the hire goods, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1. **Minor changes to the hire goods.** We may change the hire goods:

6.2.1. to reflect changes in relevant laws and regulatory requirements; and

6.2.2. to implement minor technical adjustments and improvements. These changes will not affect your use of the hire goods.

6.3. **More significant changes to the hire goods and these terms.** In addition, as we informed you in the description of the hire goods in our brochure or on our website, we may make changes to the hire goods or these terms, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:

6.3.1. changes in the specification of the hire goods which are required to comply with any applicable safety or statutory requirements. These changes will not affect your use of the hire goods;

6.3.2. changes to these terms which are required to comply with changes to relevant laws and regulatory requirements; and

6.3.3. changes in how we accept payment from you.

6.4. **We may end the contract if you break it.** We may end the contract for hire goods at any time by writing to you if:

6.4.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

6.4.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the hire goods.

6.5. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 6.4 we will refund any money you have paid in advance for the hire goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

7. PRICE AND PAYMENT

7.1. **Where to find the cost of rental for the hire goods.** The rental cost for the hire goods shall be calculated daily. The daily charging rate will be set out in our published price list in force at the time you order the hire goods.

7.2. Unless otherwise agreed by the Company, prior to the commencement of any hire period, you shall:

7.2.1. complete a credit account application form specified by the Company which is subsequently verified to the Company's satisfaction; and

7.2.2. provide the Company with an order number, if payment is to be made by invoice.

7.3. The Customer shall pay:

7.3.1. the rental; and

7.3.2. the charges for the services as quoted to the Customer from time to time.

7.4. At the Company's sole discretion the rental or any applicable charges shown in the Company's price list may be increased, unless the Company has agreed to a specific pricing agreement with the Customer. If we do so we will notify you and you may then contact us to end the contract before the changes take effect.

7.5. The Company may require an initial payment on account of the rental in advance of the Customer hiring the hire goods.

7.6. Unless otherwise agreed in writing:

7.6.1. the rental, charges for any services and/or any other sums payable under the contract is due within 30 days of the date of invoice;

7.6.2. the Customer will be invoiced by the Company on a monthly basis;

7.6.3. the rental and/or charges for services shall be exclusive of delivery, insurance and any applicable VAT for which the Customer shall pay at the then prevailing rate. Failure by the Customer to refer any query regarding any invoice to the Company within 30 days of the date of invoice, will result in such invoice being deemed to be correct

7.7. If you do not pay us the rental or other sums due to us when you are supposed to as set out in Clause 7.6.1, we may terminate the contract and arrange for collection of the hire goods or suspend the services with immediate effect until you have paid us the outstanding amounts (except where you dispute an invoice). We will contact you to tell you this.

7.8. No payment shall be deemed to have been received until the Company has received either cash or cleared funds.

7.9. The Customer shall pay all sums due to the Company under the contract without any set-off, deduction and/or any other withholding of monies on the grounds of a counterclaim.

7.10. The Company may set a reasonable credit limit for the Customer. The Company reserves the right to terminate or suspend the contract for hire of the hire goods and/or the provision of services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

8. RISK, OWNERSHIP AND INSURANCE

8.1. **You will not own the hire goods.** The hire goods shall at all times remain the property of the Company, and you shall not own or have any right, title or interest in or to the hire goods (save the right to possess and use of the hire goods during the hire period and subject to these terms).

8.2. The risk of loss, theft, damage or destruction of the hire goods shall pass to you on delivery. This means that the hire goods shall remain your responsibility during the hire period and any further term during which the hire goods are in your possession, custody or control until the hire goods are redelivered to the Company.

8.3. During the hire period and any further term during which the hire goods are in your possession you shall, at your own expense, insure the hire goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as we may from time to time specify in writing; and insurance for such amounts as a prudent owner or operator of the hire goods would insure for, or such amount as we may from time to time reasonably specify. The proceeds of any such insurance shall be held by the Customer in trust for the Company and be paid to the Company on demand. The Customer must not compromise any claim in respect of the hire goods and/or any associated insurance without the Company's written consent.

9. DELIVERY, COLLECTION AND SERVICES

9.1. **When will we provide the hire goods and perform the services.** We shall despatch and install the hire goods at the premises set out in the order on the date specified by us in the order as the date the hire goods are to be delivered. We shall use our reasonable endeavours to despatch and collect the hire goods as soon as possible following the respective commencement or termination of the contract but any delivery date is an estimate only.

9.2. To facilitate delivery, you must, at your expense, make all arrangements necessary to take delivery of the hire goods. This includes providing all requisite instructions, documents, licences and authorisations required for the supply of the hire goods and any facilities, access, suitable working conditions and adequate and appropriate equipment and manual labour for unloading the goods at the delivery Address to enable delivery to be carried out.

9.3. We are unable to move or assist in the movement of patients or individuals from / to the hire goods.

9.4. You shall ensure that you or your representative is present at the delivery of the hire goods. Acceptance by you or such representative of delivery shall constitute conclusive evidence that you have examined the hire goods and found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Company, you or your duly authorised representative shall sign a receipt confirming such acceptance.

9.5. If for any reason you or your representative will not accept delivery of any of the hire goods when they are ready for delivery, or the courier is unable to deliver the hire goods on time because you have not provided appropriate instructions, documents, licences or authorisations, the hire goods will be deemed to have been delivered and any appropriate delivery charge incurred.

9.6. The Company reserves the right to make deliveries and/or provide services by instalments and to render a separate invoice in respect of each such instalment.

9.7. Any liability of the Company for non-delivery of the hire goods shall be limited to replacing the hire goods within a reasonable time or issuing a credit note at the pro rata rental against any invoice raised for such hire goods.

9.8. Where the Company provides services:

9.8.1. the persons performing the services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the services are negligent; and

9.8.2. the Customer will allow and/or procure sufficient access to and from the premises and procure sufficient unloading space, facilities, equipment and access to power supplies and utilities for the Company's employees, sub-contractors and/or agents to allow them to carry out the services. The Customer will ensure that the premises are cleared and prepared before the services are due to commence.

9.9. If any services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations under these terms, the Customer will be liable to pay the Company's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is a consumer or the delay is due to an event outside our control.

10. CARE OF HIRE GOODS

10.1. The Customer shall:

10.1.1. be provided with a user manual and instructions for the use and maintenance of the hire goods;

10.1.2. not remove any labels from, make any additions or attachments to and/or interfere with or make any alterations to the hire goods, their working mechanisms or any other parts of them and take reasonable care of the hire goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer.

10.1.3. notify us immediately after any breakdown, loss and/or damage to the hire goods;

10.1.4. take adequate and proper measures to protect the hire goods from theft, damage and/or other risks;

10.1.5. notify us of any change of its address and upon our request provide details of the location of the hire goods;

10.1.6. permit the Company at all reasonable times to inspect the hire goods including procuring access to any property where the hire goods are situated;

10.1.7. keep the hire goods at all times in its possession and control and not to remove the hire goods from the United Kingdom without our prior written consent;

10.1.8. be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the hire goods required by any legislation, best practice and/or operating instructions unless the Company has agreed to provide them as part of any services;

10.1.9. not do or omit to do anything, which will or may be deemed to invalidate any policy of insurance related to the hire goods, which is notified to the Customer;

10.1.10. not continue to use hire goods where they have been damaged and will notify us immediately if the hire goods are involved in an accident resulting in damage to the hire goods, other property and/or injury to any person;

10.1.11. where the hire goods require electricity ensure that the proper type and/or voltage is used and that where appropriate, the hire goods are properly installed by a qualified and competent person; and

10.1.12. not permit the use of the hire goods for any clinical trial, test or any aspect of performance measurement or comparison without the presence of a representative of the Company who shall be entitled to examine the hire goods prior to any such trial, test or performance measurement or comparison and make such adjustments or repairs as may be necessary to produce the proper performance of the hire goods, with any such repairs or adjustments to be at the Customer's cost unless deemed otherwise by the Company.

10.2. The hire goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition.

11. WARRANTY, BREAKDOWN OR DAMAGE

11.1. Subject to Clause 11.2, during the hire period, we will, at our cost and convenience, carry out all routine maintenance, repairs and replacements to the hire goods and all repairs and replacements which are required due to fair wear and tear and/or an inherent fault in the hire goods.

11.2. You shall be responsible for all expenses, loss (including loss of rental) and damage suffered by the Company arising from breakdown or damage to the hire goods due to:

11.2.1. your negligence, misdirection and/or misuse of the hire goods;

11.2.2. wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

11.2.3. failure by you to operate or use the hire goods in accordance with the user instructions;

11.2.4. failure of any powers source to the hire goods;

11.2.5. any alteration or repair by you or by a third party who is not one of our authorised repairers. Upon becoming aware of such breakdown or defect, you should notify us immediately. Once such breakdown or damage is notified to us, we shall at our convenience, but at your expense, arrange for the repair of the hire goods.

11.3. Upon our request, any defective hire goods must be returned to the Company for inspection.

11.4. The Customer shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Company shall have no liability to the Customer.

11.5. The Customer must not repair or attempt to repair the hire goods unless authorised to do so in writing by the Company.

11.6. The Company shall not be liable for any damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective hire goods and/or services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer for the resultant costs, expenses and/or damages.

12. LOSS OR DAMAGE TO THE HIRE GOODS

12.1. If the hire goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the hire goods the Customer shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the hire goods to a condition fit for re-hire and to pay the rental, until such repairs and/or cleaning have been completed.

12.2. The Customer will pay to the Company the replacement cost of any hire goods which are lost, stolen and/or damaged beyond economic repair during the hire period less the amount paid to the Company under any policy of insurance taken out in accordance with these terms.

12.3. The Customer shall pay the rental for the hire goods up to and including the date it notifies the Company that the hire goods have been lost, stolen and/or damaged beyond economic repair.

13. TERMINATION BY NOTICE

13.1. If the hire period does not have a fixed duration either the Customer or the Company is entitled to terminate the contract at any time after the expiry of the Minimum hire period, upon giving the other party an agreed period of notice.

13.2. If no period of notice has been agreed or specified either party may at any time after the expiry of the minimum hire period terminate the hire period by giving not less than 24 hours notice to the other party.

13.3. Upon termination of the contract for whatever reason, the Customer shall immediately:

13.3.1. return the hire goods to the Company or make the hire goods available for collection by the Company as requested by the Company; and

13.3.2. pay to the Company all arrears for rentals, charges for any services and/or any other sums payable under the contract and the Company shall immediately:

13.3.3. cancel the contract and cease to levy any further rental charges in respect of the hire goods.

14. DEFAULT

14.1. If the Customer:

14.1.1. fails to make any payment to the Company when due without just cause;

14.1.2. breaches the terms of the contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

14.1.3. breaches any of the terms of the contract that are not capable of remedy;

14.1.4. provides incomplete, materially inaccurate or misleading facts and/or information in connection with the contract;

14.1.5. pledges, charges or creates any form of security over any hire goods, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition presented against it or the Customer takes or suffers any similar action in any jurisdiction;

14.1.6. being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment order is made against the Customer, any distress, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

14.1.7. appears reasonably to the Company due to the Customer's credit rating to be financially inadequate to meet its obligations under the contract; and/or

14.1.8. appears reasonably to the Company to be about to suffer any of the above events;

then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 14.2 below.

14.2. If any of the events set out in clause 14.1 above occurs in relation to the Customer then:

14.2.1. **If you are a business**, the Company may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where hire goods owned by the Company may be and repossess any hire goods;

14.2.2. **If you are a business**, all monies you owe to the Company shall immediately become due and payable;

14.2.3. the Company may withhold the performance of any services and cease any services in progress under this and/or any other contract with the Customer; and/or

14.2.4. the Company may immediately cancel, terminate and/or suspend without liability to the Customer the contract and/or any other contract with the Customer.

14.3. Any repossession of the hire goods shall not affect the Company's right to recover from the Customer any monies due under the contract and/or any damages in respect of any breach, which occurred prior to repossession of the hire goods.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1. Nothing in these terms limits or excludes the Company's liability for:

15.1.1. death or personal injury caused by our negligence;

15.1.2. fraud or fraudulent misrepresentation;

15.1.3. breach of the terms implied by section 8 of the Supply of Goods (Implied terms) Act 1973;

15.1.4. defective products under the Consumer Protection Act 1987.

15.2. **If you are a business customer:**

15.2.1. These terms set forth the full extent of the Company's obligations and liabilities in respect of the hire goods and its hiring to you. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in these terms. Any condition, warranty or other term concerning the hire goods which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

15.2.2. Subject to clause 15.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for: any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss.

15.2.3. Subject to clause 15.1, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the price paid for the hire goods.

15.2.4. If the Company damages the premises or the Customer's property during delivery, installation or in performing the services its liability will be limited to the cost on replacement of the damaged property.

15.3. **If you are a consumer:**

15.3.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example if you discussed it with us during the sales process.

15.4. **When we are liable for damage to your property.** We will make good any damage to your property caused by us while delivering the hire goods. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover.

15.4.1. We only supply the hire goods for domestic and private use. If you use the hire goods for any commercial, business or resale purposes we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. NOTICES

16.1. Any notice to be given under the contract shall either be delivered personally or sent by first class recorded delivery post or fax. The address for service of each party shall be its address stated on the order acknowledgement or any other address for service previously notified in writing to the other party or (in the absence of any such notification) its last known place of business. A notice shall be deemed to have been served as follows:

16.1.1. if personally delivered, at the time of delivery;

16.1.2. if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities; and

16.1.3. if sent by facsimile during normal business, two hours after the time of transmission.

In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as a prepaid first class recorded delivery letter or that the telex or facsimile (as the case may be) was transmitted to the correct number.

16.2. Notice may also be given by e-mail address. In proving the service of any notice by e-mail, it will be sufficient to prove that such e-mail was sent to the specified e-mail address of the addressee.

17. EVENTS OUTSIDE OUR CONTROL

17.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control.

17.2. If an event outside our control takes place that affects the performance of our obligations under these terms we will contact you as soon as reasonably possible to notify you and our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our delivery of hire goods to you, we will arrange a new delivery Date with you after the event outside our control is over.

18. OTHER IMPORTANT TERMS

18.1. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you do not need our agreement to transfer the benefit of our guarantee in clause 11.

18.2. The contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.3. **Rights under GDPR:** Talley Group Limited is aware of individuals' rights under GDPR legislation and we will only use personal information as set out in our Privacy Policy. This policy can be found on our website www.talleygroup.com and a printed copy is available on request.

18.4. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

18.6. **If you are a consumer**, these terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.

If you are a business, these terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law. We both irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).