



Rental Terms and Conditions for Equipment Hire

West Midlands Korfball Association (WMKA) is a voluntary organisation affiliated to the English Korfball Association.

WMKA will hire Equipment (as defined below) to its customers on the Conditions set out below. These Conditions cannot be varied unless agreed in writing by a Chairman and will prevail over any terms proffered by the customer in this regard.

1. Interpretation

1.1. In these Conditions the following words shall have the following meanings:

"Charges" means our charges for hiring the Equipment to you as are notified to you at the time you place the Order.

"Confirmation of Order" means when we confirm our acceptance of your Order orally or in writing (whether electronically or otherwise) or when we effect Delivery, whichever occurs first.

"Contract" means the contract made between you and us for the loan of Equipment incorporating these Conditions.

"Delivery" means our delivery of the Equipment to the address you have stipulated in the Order or our notifying you that the Equipment is available for collection. For the purposes of the Contract, Delivery will be deemed to have occurred when the Equipment is collected and signed for, or where the Equipment is delivered to the Location and signed for.

"Documentation" means all manuals and instructions accompanying the Equipment including but not limited to manufacturer's operating instructions.

"Equipment" means the items that we agree to hire to you in accordance with an Order. Any description or pictures of goods on the website or in promotional catalogues are for information only and are not intended to be 100% accurate.

"Hire Period" means the period for which you require to hire the Equipment as set out in the Order.

"Location" means the place where we have agreed you may store and use the Equipment as set out in the Order.

"Order" means your request for us to supply you with Equipment for the Hire Period in consideration of the Charges, which you make by either completing an online order or otherwise requesting the Equipment that you require via a Rental Agreement Form.

"We", "us" "our" means WMKA.

"You", "your" means the person, firm or company that places an Order with us.

1.2. Headings used in these Conditions are for convenience only and will not affect their interpretation.

2. Orders

2.1. Any Order you place will constitute an offer capable of acceptance by us. We will not be obliged to accept an Order and we reserve the right to refuse an Order without giving any reason.



2.2. All Equipment will be subject to availability and we reserve the right to substitute the Equipment with equipment of equivalent functionality without notice. The Equipment will not necessarily be brand new or unused and may have been previously hired to our other customers. Accordingly, we do not warrant that the Equipment will be free from minor defects, including without limitation, minor surface scratches. The presence of minor defects that do not materially affect the operation of the Equipment shall not entitle you to any refund or deductions.

2.3. You may cancel an Order at any time on giving us written notice. If you cancel an Order on or after Confirmation of Order you will be liable to pay us our published administration charges.

3. Charges

3.1. Unless expressed otherwise, the Charges shall exclude VAT at the prevailing rate.

3.2. You agree to pay the Charges within the agreed period, in any event not later than 30 days of the date of our invoice without deduction or set off. If you fail to do so we may, without prejudice to any other right or remedy available to us, charge interest on any outstanding balance in accordance with the Late Payment of Commercial Debts Regulations 2002 (as amended) until we receive payment in full.

3.3. If you fail to pay us the Charges in accordance with this clause 3, we may, without prejudice to any other right or remedy available to us, either suspend any Delivery or cancel any other Contract between us.

3.4. We reserve the right to increase the Charges at any time on notice to you if for any reason the cost to us of hiring the Equipment increases between the Confirmation of Order and Delivery.

3.5. We reserve the right to ask you to pay the Charges in advance of Delivery in any event.

3.6. Where applicable a deposit will be taken to cover any damages, loss or replacement of equipment. This will be refunded on successful inspection after the rental period has expired or terminated by parties. The deposit will be returned minus any incurred costs within 30 days of the rental period expiring or being terminated by parties. We shall be under no obligation to set aside in a separate account any amount representing a deposit taken from you, and shall be under no fiduciary obligation with regard thereto.

4. Hire Period

4.1. We may by giving you 28 days written notice at any time within the Hire Period require you to return the Equipment (or at our election allow us and/or our authorised agents reasonable access to collect the Equipment), in which case you agree to return the Equipment in good condition (fair wear and tear excepted and to be decided by us acting reasonably) together with all Documentation.

4.2. On or before expiry of the Hire Period, you may require an extension of the Hire Period by placing a further Order. Any extension of the Hire Period, which we may in our absolute discretion agree, shall be subject to the Conditions save for the amount of the Charges, which we shall notify you when you place the further Order.

4.3. If the Equipment is returned late, you agree you will pay additional Charges calculated on the daily rate for the Equipment under the Contract, in addition to our additional costs of aborted collection and reasonable administration costs.



5.1. Any indication we may give as to the time of Delivery will be a good faith estimate only. Whilst we will use all reasonable endeavours to effect Delivery at the time we have estimated, time of Delivery is not of the essence.

5.2. It is your responsibility to ensure that the required access to the Location is provided upon the agreed date of Delivery. If it is not possible for us to effect Delivery for whatever reason including but not limited to your being away or your premises being inaccessible, you will be liable to pay us an additional sum to cover our transport, storage and administration charges.

5.3. We reserve the right to effect Delivery in stages in which case each stage will constitute a separate Contract.

5.4. Unless agreed otherwise in writing, Delivery shall not be deemed to include installation of the Equipment. Delivery charges will be set out in the Rental Agreement Form where applicable.

6. Risk and Insurance

6.1. Risk of damage to or loss of Equipment shall pass to you on Delivery and remain with you throughout the Hire Period. Unless we notify you otherwise in writing, you agree to insure the Equipment throughout the Hire Period for its full market replacement value and will note our interest on such insurance cover. You will also supply us with written confirmation of such insurance cover, when reasonably requested by us. Risk will pass back to us when the goods are received by us and only after a Rental Return Note has been signed by an authorised WKMA person. You agree that WKMA will test the returned Equipment and notify you within 72 hours of any additional Charges that have become due arising from loss or damage.

6.2. Notwithstanding Delivery and the passing of risk in the Equipment, title in the Equipment shall remain vested in us at all times. You agree not to remove any labelling on the Equipment that names us or states that the Equipment is our property.

6.3. In the event that the Equipment is broken, damaged, lost or stolen whilst in your possession, you agree to pay us promptly on demand the Equipment's full market repair or replacement value plus our administration costs for repairing damaged or replacing irreparably damaged, lost or stolen equipment. You will remain liable to pay us the Charges plus such further charges to be calculated on a pro rata daily basis from the end of the Hire Period until such time as you have paid us the Equipment's full repair or market replacement value pursuant to our demand plus all accrued further charges in cleared funds, irrespective of whether the Hire Period has expired. You also agree to pay us for loss of earnings in respect of lost, stolen or damaged Equipment, and Equipment returned late, until the Equipment is replaced by WKMA, who will use all reasonable endeavours to replace said Equipment as rapidly as is practicable.

7. Use of Equipment

7.1. You agree to store and use the Equipment only at the Location and to use the Equipment only in accordance with the Documentation. You may not modify the Equipment in any way and you agree not to use the Equipment for any purpose for which it is not designed. You agree to keep the Equipment secure and take all reasonable precautions to lock it securely when your employees, team members or agents are not using it.

7.2. You warrant that you and your employees, coaches, contractors and agents are suitably qualified to use the Equipment. We will not be liable (in contract tort or otherwise) for any loss or damage arising from your failure to use the Equipment for its designed purpose or in accordance with the Documentation.

7.3. You will notify us immediately if any part of the Equipment is worn or damaged and agree not to allow any third party other than us to undertake any necessary repair or replacement works to the Equipment. In the event of any notifiable



damage, you agree to cease using the Equipment immediately. You will notify us immediately if any other equipment or third party is damaged by the Equipment. You agree to notify us immediately if the Equipment is lost or stolen.

7.4 You will not hold yourself out as the owner of the Equipment, nor will you sell, lease, hire, charge or otherwise interfere with the ownership rights or right to the return of the Equipment as set out in clauses 4.1 and 7.5.

7.5 On expiry of the Hire Period, you agree to return the Equipment to us (at your expense) in good working order and in accordance with the Order. You agree to reimburse us our reasonable costs for reinstating the Equipment into good working order.

7.6 You will keep us fully and effectively indemnified against any breach by you of the Conditions.

7.7 If at any time you wish to purchase the Equipment, you may notify us. However, we will not be obliged to sell the Equipment to you and may refuse to do so, without giving a reason. Any sale of Equipment by us to you will be subject to separate terms and conditions to be negotiated between the parties.

8. Our Obligations

8.1 We warrant that the Equipment will meet its specification but we do not warrant that the Equipment will be of satisfactory quality nor fit for a particular purpose.

8.2 Subject to Clause 8.1 above, all warranties, conditions and other terms implied by statute of common law are expressly excluded.

9. Rejection

9.1 If the Equipment does not comply with the Order, you may reject the Equipment on Delivery. In these circumstances, you will be entitled to a refund of such proportion of the Charges as you have paid us provided you return the Equipment to us within twenty four hours of Delivery, undamaged, unused, in its original packaging and you have not marked either the Equipment or its packaging.

9.2 If the Equipment is damaged, you must notify us of that fact on Delivery and allow us to inspect the Equipment immediately. Subject to Clause 2.2, we must agree that the Equipment does not comply with the Order, or that the Equipment is so damaged. Our liability will be limited to refunding you any proportion of the Charges that you have paid us.

9.3 If you fail to comply with either 9.1 or 9.2, you will be deemed to have accepted the Equipment.

10. Suspension and Termination

10.1 We may, in our absolute discretion, suspend any Delivery and/or terminate any Contract immediately on notice to you if:

10.2 We deem that the Equipment is being used in an unsuitable environment such as is likely to cause damage to the Equipment; and/or You are in default with regards to the settlement of any and all Charges on any Contracts, whether partly or wholly unfulfilled.

10.3 We at our absolute discretion, terminate any Contract with you immediately and without reason, upon giving you a minimum of 14 working days notice. In such circumstances our liability to you will be strictly limited to the value of the



outstanding Charges on an apportioned basis for the Hire Period being terminated and you will not be entitled to any further claim whatsoever.

10.4 In the event of termination you agree that you will return all Equipment, packaging, and documentation at your expense and in the same condition, subject to reasonable wear and tear, as when Delivery took place. You agree that where the Equipment is not effected within the above timescales, you will grant us a right of access to recover the goods ourselves at your expense.

11. Limitation of Liability

11.1 Our liability for death or personal injury as a result of our negligence or the negligence of our employees shall not be limited.

11.2 Our total liability to you for a breach of the Conditions or for negligence in the course of supplying Equipment to you shall be limited to the repair or replacement of any Equipment giving rise to you claim or at our option an amount equivalent to the Charges (or proportion of the Charges) that you have paid us for the Equipment giving rise to your claim.

11.3 Except as set out in this clause 14, we will not be liable for the following loss or damage howsoever caused even if it is foreseeable by us: loss of profits, business revenue, goodwill, anticipated savings, data, corruption of data, whether sustained by you or a third party and /or special, indirect or consequential loss (other than direct physical damage to your tangible property) whether suffered by you or another third party. Where as a result of our negligence you suffer damage to property, our maximum liability will be limited to the terms of our public liability insurance policy.

12. General

12.1 These Conditions constitute the entire agreement between you and us in respect of the Equipment and supersede any earlier arrangements, understandings, promises or agreements made between the parties in respect of the Equipment.

12.2 You acknowledge that in instructing us to supply the Equipment, you do not do so on the basis of any representation, warranty or any provision not expressly contained within these Conditions.

12.3 Any failure by us to enforce a breach of the Conditions by you shall not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

12.4 If at any time any one of more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such unenforceability, illegality or invalidity shall not affect the remaining Conditions, which shall continue in full force and effect.

12.5 Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

12.6 These Conditions shall be governed exclusively by English law and you and we agree to submit exclusively to the jurisdiction of the English courts.

12.7 You and we agree that no third party shall be afforded any rights under these Conditions.



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www.westmidlandskorfball.co.uk

Agreement Signature

Name:

**Chairman
WMKA**

Agreement Signature

Name:

The Hirer

Additional Agreement Details/notes



Rental Terms and Conditions for Equipment Hire Customer Copy

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1. Interpretation

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"Hire Period" means the period for which you require to hire the Equipment as set out in the Order.

"Location" means the place where we have agreed you may store and use the Equipment as set out in the Order.

"Order" means your request for us to supply you with Equipment for the Hire Period in consideration of the Charges, which you make by either completing an online order or otherwise requesting the Equipment that you require via a Rental Agreement Form.

"We", "us" "our" means WMKA.

"You", "your" means the person, firm or company that places an Order with us.

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2.3. You may cancel an Order at any time on giving us written notice. If you cancel an Order on or after Confirmation of Order you will be liable to pay us our published administration charges.

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3.2. You agree to pay the Charges within the agreed period, in any event not later than 30 days of the date of our invoice without deduction or set off. If you fail to do so we may, without prejudice to any other right or remedy available to us, charge interest on any outstanding balance in accordance with the Late Payment of Commercial Debts Regulations 2002 (as amended) until we receive payment in full.

3.3. If you fail to pay us the Charges in accordance with this clause 3, we may, without prejudice to any other right or remedy available to us, either suspend any Delivery or cancel any other Contract between us.

3.4. We reserve the right to increase the Charges at any time on notice to you if for any reason the cost to us of hiring the Equipment increases between the Confirmation of Order and Delivery.

3.5. We reserve the right to ask you to pay the Charges in advance of Delivery in any event.

3.6. Where applicable a deposit will be taken to cover any damages, loss or replacement of equipment. This will be refunded on successful inspection after the rental period has expired or terminated by parties. The deposit will be returned minus any incurred costs within 30 days of the rental period expiring or being terminated by parties. We shall be under no obligation to set aside in



a separate account any amount representing a deposit taken from you, and shall be under no fiduciary obligation with regard thereto.

4. Hire Period

4.1. We may by giving you 28 days written notice at any time within the Hire Period require you to return the Equipment (or at our election allow us and/or our authorised agents reasonable access to collect the Equipment), in which case you agree to return the Equipment in good condition (fair wear and tear excepted and to be decided by us acting reasonably) together with all Documentation.

4.2. On or before expiry of the Hire Period, you may require an extension of the Hire Period by placing a further Order. Any extension of the Hire Period, which we may in our absolute discretion agree, shall be subject to the Conditions save for the amount of the Charges, which we shall notify you when you place the further Order.

4.3. If the Equipment is returned late, you agree you will pay additional Charges calculated on the daily rate for the Equipment under the Contract, in addition to our additional costs of aborted collection and reasonable administration costs.

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5.3. We reserve the right to effect Delivery in stages in which case each stage will constitute a separate Contract.

5.4. Unless agreed otherwise in writing, Delivery shall not be deemed to include installation of the Equipment. Delivery charges will be set out in the Rental Agreement Form where applicable.

6. Risk and Insurance

6.1. Risk of damage to or loss of Equipment shall pass to you on Delivery and remain with you throughout the Hire Period. Unless we notify you otherwise in writing, you agree to insure the Equipment throughout the Hire Period for its full market replacement value and will note our interest on such insurance cover. You will also supply us with written confirmation of such insurance cover, when reasonably requested by us. Risk will pass back to us when the goods are received by us and only after a Rental Return Note has been signed by an authorised WKMA person. You agree that

WKMA will test the returned Equipment and notify you within 72 hours of any additional Charges that have become due arising from loss or damage.

6.2. Notwithstanding Delivery and the passing of risk in the Equipment, title in the Equipment shall remain vested in us at all times. You agree not to remove any labelling on the Equipment that names us or states that the Equipment is our property.

6.3. In the event that the Equipment is broken, damaged, lost or stolen whilst in your possession, you agree to pay us promptly on demand the Equipment's full market repair or replacement value plus our administration costs for repairing damaged or replacing irreparably damaged, lost or stolen equipment. You will remain liable to pay us the Charges plus such further charges to be calculated on a pro rata daily basis from the end of the Hire Period until such time as you have paid us the Equipment's full repair or market replacement value pursuant to our demand plus all accrued further charges in cleared funds, irrespective of whether the Hire Period has expired. You also agree to pay us for loss of earnings in respect of lost, stolen or damaged Equipment, and Equipment returned late, until the Equipment is replaced by WKMA, who will use all reasonable endeavours to replace said Equipment as rapidly as is practicable.

7. Use of Equipment

7.1. You agree to store and use the Equipment only at the Location and to use the Equipment only in accordance with the Documentation. You may not modify the Equipment in any way and you agree not to use the Equipment for any purpose for which it is not designed. You agree to keep the Equipment secure and take all reasonable precautions to lock it securely when your employees, team members or agents are not using it.

7.2. You warrant that you and your employees, coaches, contractors and agents are suitably qualified to use the Equipment. We will not be liable (in contract tort or otherwise) for any loss or damage arising from your failure to use the Equipment for its designed purpose or in accordance with the Documentation.

7.3. You will notify us immediately if any part of the Equipment is worn or damaged and agree not to allow any third party other than us to undertake any necessary repair or replacement works to the Equipment. In the event of any notifiable damage, you agree to cease using the Equipment immediately. You will notify us immediately if any other equipment or third party is damaged by the Equipment. You agree to notify us immediately if the Equipment is lost or stolen.

7.4 You will not hold yourself out as the owner of the Equipment, nor will you sell, lease, hire, charge or otherwise interfere with the ownership rights or right to the return of the Equipment as set out in clauses 4.1 and 7.5.

7.5 On expiry of the Hire Period, you agree to return the Equipment to us (at your expense) in good working order and in accordance with the Order. You agree to reimburse us our reasonable costs for reinstating the Equipment into good working order.

7.6 You will keep us fully and effectively indemnified against any breach by you of the Conditions.



7.7 If at any time you wish to purchase the Equipment, you may notify us. However, we will not be obliged to sell the Equipment to you and may refuse to do so, without giving a reason. Any sale of Equipment by us to you will be subject to separate terms and conditions to be negotiated between the parties.

8. Our Obligations

8.1 We warrant that the Equipment will meet its specification but we do not warrant that the Equipment will be of satisfactory quality nor fit for a particular purpose.

8.2 Subject to Clause 8.1 above, all warranties, conditions and other terms implied by statute of common law are expressly excluded.

9. Rejection

9.1 If the Equipment does not comply with the Order, you may reject the Equipment on Delivery. In these circumstances, you will be entitled to a refund of such proportion of the Charges as you have paid us provided you return the Equipment to us within twenty four hours of Delivery, undamaged, unused, in its original packaging and you have not marked either the Equipment or its packaging.

9.2 If the Equipment is damaged, you must notify us of that fact on Delivery and allow us to inspect the Equipment immediately. Subject to Clause 2.2, we must agree that the Equipment does not comply with the Order, or that the Equipment is so damaged. Our liability will be limited to refunding you any proportion of the Charges that you have paid us.

9.3 If you fail to comply with either 9.1 or 9.2, you will be deemed to have accepted the Equipment.

10. Suspension and Termination

10.1 We may, in our absolute discretion, suspend any Delivery and/or terminate any Contract immediately on notice to you if:

10.2 We deem that the Equipment is being used in an unsuitable environment such as is likely to cause damage to the Equipment; and/or You are in default with regards to the settlement of any and all Charges on any Contracts, whether partly or wholly unfulfilled.

10.3 We at our absolute discretion, terminate any Contract with you immediately and without reason, upon giving you a minimum of 14 working days notice. In such circumstances our liability to you will be strictly limited to the value of the outstanding Charges on an apportioned basis for the Hire Period being terminated and you will not be entitled to any further claim whatsoever.

10.4 In the event of termination you agree that you will return all Equipment, packaging, and documentation at your expense and in the same condition, subject to reasonable wear and tear, as when Delivery took place.

You agree that where the Equipment is not effected within the above timescales, you will grant us a right of access to recover the goods ourselves at your expense.

11. Limitation of Liability

11.1 Our liability for death or personal injury as a result of our negligence or the negligence of our employees shall not be limited.

11.2 Our total liability to you for a breach of the Conditions or for negligence in the course of supplying Equipment to you shall be limited to the repair or replacement of any Equipment giving rise to your claim or at our option an amount equivalent to the Charges (or proportion of the Charges) that you have paid us for the Equipment giving rise to your claim.

11.3 Except as set out in this clause 14, we will not be liable for the following loss or damage howsoever caused even if it is foreseeable by us: loss of profits, business revenue, goodwill, anticipated savings, data, corruption of data, whether sustained by you or a third party and /or special, indirect or consequential loss (other than direct physical damage to your tangible property) whether suffered by you or another third party. Where as a result of our negligence you suffer damage to property, our maximum liability will be limited to the terms of our public liability insurance policy.

12. General

12.1 These Conditions constitute the entire agreement between you and us in respect of the Equipment and supersede any earlier arrangements, understandings, promises or agreements made between the parties in respect of the Equipment.

12.2 You acknowledge that in instructing us to supply the Equipment, you do not do so on the basis of any representation, warranty or any provision not expressly contained within these Conditions.

12.3 Any failure by us to enforce a breach of the Conditions by you shall not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

12.4 If at any time any one of more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such unenforceability, illegality or invalidity shall not affect the remaining Conditions, which shall continue in full force and effect.

12.5 Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

12.6 These Conditions shall be governed exclusively by English law and you and we agree to submit exclusively to the jurisdiction of the English courts.

12.7 You and we agree that no third party shall be afforded any rights under these Conditions.