

1. Interpretation:

1.1. In these conditions

'Supplier' KW Therapy Solutions Ltd Trading as Throne UK [Throne UK], the supplier of the goods or services to the hirer

'Hirer' means the person whose order for the services is accepted by THRONE UK, and is identified in the contract entered into on line and confirmed in emails

'Conditions' means the standard terms and conditions of supply set out in this document and online

'Contract' the hirer's order form which has been completed online at the website or by telephone and Throne UK acceptance of it, which will be subject to these Terms and Conditions at all times;

'Variations' to these terms and conditions will only be acceptable when in written format; no verbal variations on product or terms will have influence on them;

'Duration' means the duration of the contract

'Primary Period' or 'Minimum Period' means the duration of the contract

'Equipment' means a product of the specification and model notified by Throne UK, which Throne UK is to supply in accordance with the contract, pursuant to these conditions

'Services' means the hire of equipment by Throne UK to the hirer for the duration, subject at all times to these conditions

'Working Days' means all days excluding weekends and public holidays as well as the period between Christmas Eve and New Year's Day in the country in which the hirer is domiciled for the purposes of this contract.

1.2. 'Working Hours' means the hours of 9.00am to 5.00pm.

1.3. Words in the singular shall include the plural and vice versa.

1.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.6. Where the words 'include(s)', 'including' or 'in particular' are used in these conditions, they are deemed to have the words 'without limitation' following them and where the context permits, the words 'other' and 'otherwise' are illustrative and shall not limit the sense of the words preceding them.

2. Parties to this agreement:

2.1. Hirer: The person or persons entering into the hire of equipment

2.2. Owner: KW Therapy Solutions T/A Throne UK. Trading address: 49 Dollywaggon Way, Bamber Bridge, Preston, Lancashire PR5 6EW

3. Basis of contract:

3.1. The contract with Throne UK commences when the hirer places its order and gives its authorization to process payment for the contract, subject to any notification of non- acceptance from Throne UK. If placing an order via the website you will receive an email response but please note that this does not mean that the order has been accepted.

3.2. THRONE UK will confirm its acceptance to the hirer either by sending the hirer an email that confirms acceptance of the order, or by confirming the order by telephone ("Order Confirmation"). The contract between THRONE UK and hirer will only be formed after THRONE UK confirms the order and receives payment for the minimum period.

3.3. If THRONE UK are unable to supply a product, for example because that product is not in stock or is no longer available or because of an error in the price on the website, THRONE UK will inform the hirer of this either by email or telephone, and THRONE UK will supply a similar category product, or if none available, offer a refund to the hirer of the full amount as soon as possible.

3.4. By placing an order with THRONE UK, the hirer warrants that he or she is:

a) Legally capable of entering into contracts;

- b) At least 18 years old; and
- c) Resident in England, Scotland or Wales.

4. Delivery:

- 4.1. The hirer's order will be fulfilled by the approximate delivery date set out in the order confirmation, unless there is an event outside THRONE UK control. If THRONE UK is unable to meet the estimated delivery date because of an event outside our control, THRONE UK will contact the hirer with a revised delivery date.
- 4.2. The hirer shall pay the costs of delivery, such costs to be included in the initial payment.
- 4.3. Delivery will be completed when THRONE UK or its courier, delivers the products to the address the hirer provided to THRONE UK when making its order.
- 4.4. If no one is available at the address to take delivery, THRONE UK will leave the hirer a note that the products have been returned to THRONE UK's premises, in which case, please contact THRONE UK to rearrange delivery. A further charge for the delivery will be due.
- 4.5. Where delivery is by an independent courier service THRONE UK cannot be held responsible for timing on this delivery. THRONE UK will make every effort to ensure that the courier returns as soon as possible
- 4.6. The period of hire commences from time of delivery or attempted delivery and time of collection. It is the responsibility of the hirer to ensure someone is available to receive the goods between 8.00am and 8.00pm on the date of delivery.
- 4.7. The products will be the hirer's responsibility from the completion of delivery, until collected by THRONE UK or its agent

5. Rental period:

- 5.1. This hire agreement is for a period as specified on the order form and commences on the date of delivery of the product ("Primary Term").
- 5.2. Upon expiry of the primary term the contract Throne UK will arrange for collection to be made of the equipment, if the hirer wish to extend the hire of equipment, Throne UK must be notified 5 days before the end of contract and payment do the further hire made.
- 5.3. Full payment is required for duration of the hire.
- 5.4. Hirer must contact Throne UK at the conclusion of the primary term to arrange collection of the equipment, unless an extension of the hire as been agreed.
- 5.5. Failure by the hirer to make available the product for return beyond this agreed date, will result in the hirer being responsible for continued hire payments until such return is made.
- 5.6. If no one is available at the address to allow collection, THRONE UK will leave the hirer a note, and in which case, please contact THRONE UK to rearrange collection. A further charge for the collection will be due.
- 5.7. The product must be made available for collection at the original delivery address, unless the hirer has notified THRONE UK of a change of address, which THRONE UK has agreed in writing.

6. Hirer's right to cancel the agreement:

- 6.1. On confirmation of the contract for the Primary Term, the hirer shall have the right to terminate the contract by giving notice to THRONE UK within 14 working days from the date of order confirmation for a full refund. This right may be exercised by post to: KW Therapy Solutions Ltd T/A Throne UK. Trading address: 49 Dollywaggon Way, Bamber Bridge, Preston, Lancashire PR5 6EW, by email to info@throneuk.co.uk or by telephone on 01772 459298
- 6.2. By agreement the hirer will lose their right to the 14 days cancellation on this contract should the hirer request delivery to be made in less than the 14 working days from commencement of the contract.
Where cancellation is either outside the 14 working days in clause 6.1 or after payment has been made to confirm the contract in clause 6.2 then monies paid will not be subject to refund. A refund of the collection cost may be offered where the products have not started on delivery.
- 6.3. Hirer shall have the right to terminate this agreement by giving two working days' notice prior to requested collection date. This to be made by contacting THRONE UK as in clause 6.1, but this termination shall not mitigate any outstanding hire payments which have not been paid up to date of termination, nor liabilities in the clauses below.
- 6.4. In the event of the death of the hirer, then on the return of the goods this agreement shall be terminated but this termination shall not mitigate any outstanding hire payments, nor any liabilities to the Guarantor, as set out in the clauses below.

7. Hirer's responsibilities:

- 7.1. The hirer will provide adequate delivery and collection access to enable THRONE UK to deliver the products. The hirer shall sign a delivery note to acknowledge receipt of the product.

7.2 THRONE UK will always exercise care on delivery so as not to damage property or decor whilst delivering goods, THRONE UK will not be held liable for any accidental damage caused.

7.8. Hirer must not sell, rent or dispose of the product or any of its parts. Hirer must not give anyone any legal rights over the product.

7.9. Hirer must not let anyone work on the product without first having obtained THRONE UK's written consent. Hirer will immediately notify THRONE UK of any breakdown or if the product is defective or damaged in any way and without any attempt to repair.

7.10. Hirer must let THRONE UK know as soon as he/she becomes aware of any defect(s) in the product. Hirer should use all reasonable endeavours to notify THRONE UK of defects within 7 days of the date of delivery.

7.11. Hirer will be liable for cosmetic damage to the product and will be liable for the reasonable costs of repair.

7.14. Hirer will have to pay for repairs if the hirer does not make a successful claim for accidental damage on the insurance in accordance with clause 8, or any portion of the claim that the insurance will not meet.

7.15. The Hirer will accept the responsibility for any product supplied to them during the course of this contract as a temporary or long-term loan or replacement while their product is with THRONE UK.

7.16. The Hirer is responsible for ensuring that when using the product, he/she complies with all relevant legislation and health and safety requirements.

8. KW Therapy Solutions Ltd Trading As Throne UK responsibilities:

8.1. THRONE UK will maintain the product to at least the manufacturer's recommended standard. THRONE UK undertakes that the product is relevant and suitable for hire at the start of the hire period. THRONE UK can only be accountable for any maintenance problems if notified by the hirer, continued use by the Hirer once notification has been made will be the total responsibility of the Hirer. The hirer accepts all liability in this instance.

8.3. If the hirer notifies THRONE UK of a defect in accordance with clause 7 above, THRONE UK will endeavour to send an engineer to the hirer to inspect and repair or replace the product within 7 days of notification by the hirer, at no additional cost to the hirer, provided that the breakdown or damage is not a result of the misuse or negligence of the Hirer.

9. Property:

THRONE UK is not responsible for loss or damage to property left in or on the product. Risk shall transfer to the hirer on the date of delivery of the product, and shall end on the date of collection by THRONE UK.

10. Conditions for using the product:

10.1. Hirer or any authorised user must not:

- a) Resell, hire or lend the product.
- b) Use the product for any illegal purpose.
- c) Use the product for any purpose for which it was not designed.
- d) Pledge or in any way charge by way of security for any indebtedness of any of the products.
- e) Use the product following a notification of a defect to THRONE UK until such time as THRONE UK visits the hirer and effects repairs or replaces the product.

11. Collection or return of products:

11.1. For any collection or return of products (whether as a result of the hirer's cancellation of the contract, termination of the contract, for any other reason, for the purpose of repair, replacement or repossession of the product or otherwise):

11.2. THRONE UK will always exercise care on collection so as not to damage property or decor whilst collecting goods, THRONE UK will not be held liable for any accidental damage caused.

11.3. The hirer grants THRONE UK, its agents and employees an irrevocable licence to enter any premises where the product is stored on reasonable prior notice for the purpose of collecting the product;

11.4. THRONE UK will use reasonable endeavours to collect the product in two working days following the hirer's request;

11.5. The hirer will remain liable for on-going hire charges, where a collection was unable to be made through the actions of the hirer, until the product is collected by THRONE UK or its employees or agents; and

11.6. The costs of any subsequent collection attempts will be paid by the Hirer.

12. Charges:

12.1. Hirer will pay the following charges:

- a) The hire charge.
- b) Any charge for loss or damage resulting from non-compliance with Clause 4.
- c) The cost of repairing or replacing the product if it is damaged or stolen whilst in the care or responsibility of the hirer (even if it is not the fault of the hirer).
- d) Hirer may not have to pay the whole of the cost of repairing or replacing the product if the hirer has an insurance claim accepted by the insurance on the product.
- e) Any published or notified rates for delivering and collecting the product.
- f) On demand, THRONE UK costs, including reasonable legal fees where permitted by law, incurred in collecting payments due from the hirer under the Agreement.
- g) Value added tax and all other taxes and levies on any of the charges listed above, as appropriate.
- h) Hirer is responsible for all charges, even if he/she has asked someone else to be responsible for them.

12.2. The hirer shall make available a current active credit or debit card to allow such charges to be collected and hereby gives THRONE UK permission to use this card

13. Payment Terms:

13.1. All payments for products shall be made by debit/credit card or BACs transfer

13.2. Payments for products and all applicable delivery and collection charges shall be made in advance.

13.3. If the hirer fails to make any payment on the due date then, without prejudice to any other right or remedy available to THRONE UK, THRONE UK shall be entitled to:

13.4. Cancel the contract and suspend any further supply of services to the hirer until such time as the hirer has paid in full including any interest under these conditions

13.5. Recover any products already delivered to the hirer for which payment has not been received;

13.6. Utilise any payment made by the hirer to THRONE UK against payment due under this contract (even if this payment has been made under any other contract between the hirer and THRONE UK) as THRONE UK may think fit; and

13.7. Charge the hirer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per cent per annum above Barclay's Bank plc's base lending rate from time to time, calculated on a daily basis, until payment in full is made and will be liable for reasonable legal charges incurred by THRONE UK

13.8. The Hirer shall not be entitled to withhold any payment (or part thereof) or make any deduction from the amount invoiced by THRONE UK in respect of any set-off or counterclaim unless such deduction or withholding is agreed in advance by THRONE UK in writing.

14. Warranty:

14.1. THRONE UK warrants that the product will correspond in all material respects with its description given on the website at the time of delivery and for the duration of the contract.

14.2. The warrant in clause 15.1 does not apply where the defect arises from wilful damage, negligent use of the product, abnormal usage conditions, failure to follow THRONE UK's instructions (whether oral or in writing), misuse or alteration or repair of the product without THRONE UK's prior approval while the product is in the responsibility of the hirer in accordance with the terms of this contract.

14.3. Nothing in any contract or these conditions shall exclude or limit either party's liability for death or personal injury caused by negligence, for fraudulent misrepresentations or for any other liability which cannot be legally excluded or limited.

14.4. Where any valid claim in respect of any product which is based on any defect in the quality, condition or quantity of the product is notified to THRONE UK in accordance with these conditions, THRONE UK shall be entitled to replace the product (or part of the product) free of charge, but this shall be the hirer's sole remedy and THRONE UK shall have no further liability to the Hirer in this respect.

14.5. THRONE UK will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the contract that is caused by an event outside our control. An event outside our control is defined below in clause 14.6.

14.6. An "Event outside our control" means any act or event beyond our reasonable control, including without limitation performance of third party couriers, strikes, lock-outs, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shopping, aircraft, motor transport or other means of public or private transport.

14.7. If an event outside our control takes place that affects the performance of THRONE UK's obligations under a contract.

- a) THRONE UK will contact the Hirer as soon as reasonably possible to notify the Hirer; and
- b) THRONE UK's obligations under the contract will be suspended and the time for performance of THRONE UK's obligations will be extended for the duration of the event outside our control. Where the event outside our control affects THRONE UK's delivery of products to the hirer, THRONE UK will arrange a new delivery date with the hirer after the event outside our control is over.

15. Title:

All goods for hire purposes remain the property of THRONE UK. If payment (or part) is overdue, we reserve the right to remove the goods and may enter upon the hirer's premises for that purpose. The hirer grants THRONE UK the right to enter his/her premises in this instance.

16. Risk Protection:

16.1. Where the product on hire is a motorised vehicle of the classification 'Invalid Carriage' then this will be supplied with fully comprehensive insurance cover subject to the terms of the insurance policy, which can be found on our website, or by request from THRONE UK

17. THRONE UK's right to vary these terms

THRONE UK may update these conditions periodically by giving the Hirer at least 30 days' advance notice in writing ("Notice Period") to the hirer's email address. If THRONE UK makes a change to the contract which would reasonably be regarded as being to the hirer's material detriment, the hirer may terminate the contract by giving THRONE UK written notice within 14 days of receipt of notice of the change from THRONE UK, such termination to take effect on expiry of the notice period

18. Information

THRONE UK will maintain the personal information on the agreement as part of THRONE UK records to assist it to maintain and improve its administration and management.

19. Governing law

The agreement is governed by the laws of England. Any dispute may be submitted to the non-exclusive jurisdiction of the English courts. If any provision of this agreement is or becomes invalid or unenforceable, the remaining provisions shall not be affected.

IMPORTANT – You should read this carefully Your rights

The [Consumer Credit Act 1974](#) covers this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is made. If they are not, the owner cannot enforce the agreement against you without a court order The Act also gives you a number of rights. You can end this agreement by writing to the person you make your payments to and giving at least 1 months' notice. In order to do this the agreement must have been allowed to run for at least 12 months, including 50% of the number of payments due from the date of the original agreement though this may include the period of notice. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

Authorised and regulated by the Financial Conduct Authority FRN 706661

Signature or Hirer:.....

Print Name:.....

Date:.....