

STANDARD TERMS & CONDITIONS - SUPPLY OF HIRE EQUIPMENT FORMING PART OF THE CONTRACT OF HIRE

PLEASE NOTE THAT THESE TERMS ARE FOR INDIVIDUALS AND THERE ARE DIFFERENT T&Cs FOR BUSINESSES

An **"Individual"** means an individual acting for purposes which are wholly on a personal level and not on behalf of a business or organisation.

Before placing an order, the Hirer should read these Terms carefully as they contain important information about City Mobility and the Contract.

DEFINITIONS

In these Terms:

the following words and expressions shall, unless the context or circumstances require otherwise, have the meanings assigned to them below:

"City Mobility" refers to Galaxy Marketing Scotland Ltd trading as City Mobility, the **"Owner"** of the Equipment;

"Contract" refers to the Hire Agreement or Equipment Hire Agreement between City Mobility and the Hirer.

"Charges" means the charges set out in the Contract or if no charges are detailed in the Contract, City Mobility standard charges for the relevant Equipment in force on the date City Mobility signs the Equipment Hire Agreement to the Hirer;

"Additional Charges" means charges applicable to the provision of the Equipment which are charged in addition to the Charges including those additional costs and expenses referred to in these Terms;

"Equipment" means the item/s of equipment to be hired by the Hirer as listed in the Contract, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for the equipment;

"Hire Period" means the period of hire of the Equipment as set out in the Contract, unless the Contract is terminated earlier in accordance with these Terms or extended by agreement between City Mobility and the Hirer;

"Hirer" means the Individual set out as such in the Contract;

"Order" means the individual order for the hire of Equipment placed by the Hirer from time to time at a City Mobility premises, over the telephone, by e-mail or via our website or social media

platforms in accordance with these Terms;

"Replacement Cost" means the cost of replacing with new any item of Equipment or part of it including but not limited to the cost of the item or part of it, any unpaid Charges that would otherwise have been paid by the Hirer were it not for such replacement, and a reasonable administrative charge to be determined by City Mobility covering the cost to City Mobility of administering the replacement;

"Site" means any premises or location at which the Equipment is to be delivered to or collected from or is otherwise located;

"Terms" means these terms and conditions.

References to the singular include the plural and vice versa and references to any gender include every gender;

References to a "person" include any individual, person acting on an individual's behalf, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

in the event that there is a conflict any words following the words "include", "includes", "including", "in particular" or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

INFORMATION ABOUT CITY MOBILITY AND CONTACTING CITY MOBILITY

Who is City Mobility. The Equipment will be hired from Galaxy Marketing Scotland Ltd trading as City Mobility. Registered address: 46a Seafield Road, Inverness, IV1 1SG. Company Reg No: SC236798. VAT Reg No: 816 6577 02.

How to contact City Mobility. If the Hirer has any questions or if the Hirer has any complaints, the Hirer should contact City Mobility via any of the methods available at www.city-mobility.co.uk/contact; including e-mail to info@city-mobility.co.uk; and phoning 01463 250850.

How City Mobility may contact the Hirer. If City Mobility has to contact the Hirer, City Mobility will do so by telephone or by writing to the Hirer at the email address or postal address or social media message the Hirer provides to or has used to contact City Mobility through.

FORMATION OF CONTRACT AND ORDERS

The Hirer's Order is an offer to hire from City Mobility whether provided verbally or in writing. Each Order placed by the Hirer will be an offer by the Hirer to hire the Equipment on these Terms. The Hirer will ensure that each Order is accurate and complete and that the Equipment is suitable for the Hirer's requirements.

How we, City Mobility, accept the Order. A Contract will be formed between City Mobility and the Hirer for the provision of the Equipment set out in the Order, when City Mobility issues a signed Equipment Hire Agreement (including by email) of the Order to the Hirer. And the Hirer returns the signed Equipment Hire Agreement (including by e-mail) having added their own signature.

City Mobility may not accept your Order. If City Mobility is unable to accept an Order for any reason, City Mobility will inform the Hirer of this and will not charge for the Equipment.

When will the Contract commence. The Contract shall commence on the Commencement Date and shall continue for the Hire Period unless terminated earlier in accordance with these Terms.

City Mobility hires Equipment in its Scottish mainland dealership area only. City Mobility's dealership area is described on its website at: <https://www.city-mobility.co.uk/about-us>. The Equipment Hire Area is limited to this dealership area on mainland Scotland. Whilst City Mobility has no objection to the Hirer taking equipment to any of the Islands (excluding flying) within City Mobility's dealership area it cannot arrange delivery and collection to/from Islands. If the equipment becomes faulty in these locations it is the Hirer's responsibility (and cost) to return the equipment to City Mobility's Inverness base.

Limitations on where you can take the Equipment hired. The Hirer cannot take the equipment out of the City Mobility dealership area without permission. An additional security payment of the current RRP will be required, refundable on its return in its original condition. If the equipment becomes faulty or is damaged in out-of-area locations it is the Hirer's responsibility (and cost) to return the equipment to City Mobility's Inverness base.

THE EQUIPMENT

City Mobility retains ownership of the Equipment. The Hirer acknowledges that the Equipment remains at all times the property of CITY MOBILITY. The Hirer has no right, title or interest in the Equipment except that it is hired to the Hirer in accordance with the terms of the Contract.

The Hirer will have quiet possession of the Equipment. City Mobility shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Hirer's quiet possession of the Equipment during any Hire Period.

The Hirer will notify City Mobility of issues with, or caused by the Equipment. The Hirer shall immediately notify City Mobility of any loss, theft, accident, damage or defect in the Equipment.

City Mobility may access a Site to inspect and repair the Equipment. The Hirer shall grant (or shall procure that City Mobility or its authorised representative is granted) access to the Site at all such reasonable times on City Mobility giving the Hirer reasonable notice to inspect the Equipment and ensure the Hirer's compliance with its obligations under the Contract; and/or carry out any inspections or repairs of the Equipment.

The Hirer will charge the Equipment regularly and in accordance with the operating manual provided. The Equipment will be supplied fully charged, the Hirer shall return the Equipment fully charged.

Use and storage of the Equipment by Hirer. The Hirer:

- shall keep the Equipment in good repair and condition, (fair wear and tear only excepted) but the Hirer shall not repair or allow any third party to repair the Equipment and shall notify City Mobility immediately if any repair is necessary;
- shall where the Equipment requires charging, ensure that the proper electricity supply voltage is used;
- shall not sell, licence or create any security interest or type of preferential arrangement on or over the Equipment;
- shall use the Equipment in compliance with all laws and applicable regulations including any health and safety legislation which relates to the use of the Equipment and in accordance with any operating and/or safety instructions provided to or supplied to the Hirer by City Mobility;
- shall not make any alteration to the Equipment (including defacing or covering up City Mobility's name plate or mark);
- shall not, without the prior written consent of City Mobility part with control of the Equipment;
- shall not do or permit to be done anything which could invalidate City Mobility's insurances;
- is responsible for the security of the Equipment whilst in the Hirer's possession; and
- will take all appropriate measures to secure the Equipment at the Site, when off site, and when not in use.
- shall operate the Equipment using reasonable care and diligence;
- shall not use the equipment whilst under the influence of narcotics or intoxicants;
- will not leave the Equipment unsecured in a public place;
- will advise City Mobility of any accident or incident involving the Equipment as soon as possible.
- Will follow UK Government rules regarding the use of Equipment.
- Will store the Equipment under cover/inside in a secure location.

Damage to or loss of Equipment. the Hirer shall pay City Mobility:

- all costs and expenses in respect of: (i) rectifying any damage to the Equipment (fair wear and tear excepted) which occurred during the period in which the Equipment was at the Hirer's risk; and (ii) cleaning the Equipment following collection of the Equipment, in each case to return the Equipment to a condition fit for rehire. Such costs and expenses shall be confirmed to the Hirer by City Mobility, subject to supporting documentation. In addition, the Hirer will continue to pay the Charges until any repairs and or cleaning have been completed; and
- the Replacement Cost in respect of lost or stolen Equipment and/or Equipment which is beyond economic repair and the Hirer will continue to pay the Charges, until the Replacement Cost has been received by City Mobility.

Consequences of expiry or cancellation of the Contract. On expiry or cancellation of the Contract for whatever reason all Equipment at such time in the possession of the Hirer shall

immediately become due for return to City Mobility and unless agreed otherwise in writing, the Hirer will return the Equipment to City Mobility.

City Mobility requires access to recover or substitute the Equipment. The Hirer will grant and will ensure that the owner of any third-party premises will grant to City Mobility its agents, employees and sub-contractors the right at any time to enter any premises where the Equipment is or may be stored in order to recover or substitute the Equipment. The rights granted in this clause are without prejudice to any rights and remedies of City Mobility.

Substitution of the Equipment. City Mobility may substitute the Equipment from time to time with an alternative piece of equipment of an equivalent standard. CITY MOBILITY will give you reasonable notice if it intends to do this.

DELIVERY AND COLLECTION

Where the equipment is not being collected from City Mobility's Inverness base. During the order process City Mobility will let the Hirer know when City Mobility will provide the Equipment.

City Mobility is not responsible for delays outside of its control. If City Mobility's supply of the Equipment is delayed by an event outside City Mobility's control (including but not limited to any disruption or delay to City Mobility's business or supply chains or traffic delays) then City Mobility will contact the Hirer as soon as possible to let the Hirer know and City Mobility will take steps to minimise the effect of the delay. City Mobility will not be liable for delays caused by any event outside City Mobility's control, but if there is a risk of substantial delay the Hirer may contact City Mobility to end the Contract and receive a refund for any Equipment paid for but not received.

If the Hirer does not allow City Mobility access to provide the Equipment. If the Hirer does not allow or procure City Mobility access to its property to provide the Equipment as arranged City Mobility may charge the Hirer additional costs incurred by City Mobility as a result. If, despite City Mobility's reasonable efforts, City Mobility is unable to contact the Hirer or re-arrange access to the Hirer's property City Mobility may end the contract. It is the Hirer's responsibility to ensure that the Site has been inspected by the Hirer and that the Site is adequately prepared to allow City Mobility to access it to effect Delivery in a safe manner without causing damage. The Hirer acknowledges that City Mobility may affect deliveries or collections in large, heavy commercial vehicles and will hold City Mobility harmless in the event of any damage caused by lack of Site preparation by the Hirer, to include poor access routes and/or ground conditions. If the Hirer has any concerns around access and safe delivery, this should be raised with City Mobility staff prior to completing an Order and noted on the Order, failing which City Mobility shall have no liability for damage to Site or delayed or failed delivery and the Hirer shall be liable for any related charges, including redelivery charges.

When the Hirer becomes responsible for the Equipment. Delivery will occur when the Equipment is made available to the Hirer or at the delivery address (whether at City Mobility's premises or a Site). Unless otherwise agreed by the parties in writing, risk of loss, theft, damage

or destruction of the Equipment shall pass to the Hirer on delivery in accordance with this clause and will return to City Mobility once loading of the Equipment onto the collection vehicle is complete or the Equipment is signed as off-hire at City Mobility's premises. For the avoidance of doubt, where the Hirer contacts City Mobility to off-hire the Equipment, risk will always remain with the Hirer until loading onto the collection vehicle is complete.

What will happen if the Hirer does not give the required information to City Mobility.

City Mobility may need certain information from the Hirer so that City Mobility can supply the Equipment, for example, delivery details. City Mobility will contact the Hirer to ask for this information. If the Hirer does not give City Mobility this information within a reasonable time of City Mobility asking for it, or if the Hirer gives City Mobility incomplete or incorrect information, including delivery directions, City Mobility may either end the Contract or make an additional charge of a reasonable sum to compensate City Mobility for any extra work that is required as a result. City Mobility will not be responsible for supplying the Equipment late or not supplying any part of it if this is caused by the Hirer not giving City Mobility the information City Mobility needs within a reasonable time of City Mobility asking for it.

If the Hirer does not allow City Mobility access to collect the Equipment. The Hirer shall grant or procure the grant of access to the Site to City Mobility to allow the collection of the Equipment and make the Equipment available for collection by City Mobility on the date and time agreed between the parties. If City Mobility is unable to collect the Equipment as arranged City Mobility may charge the Hirer any additional costs incurred by City Mobility as a result.

Branch collections and returns. When a Hirer wishes to collect or return Equipment from or to City Mobility's Inverness place of business, it shall be the Hirer's responsibility to prepare its vehicle so that the collection/return can be carried out without damage being caused to such vehicle or injuries being sustained by the Hirer or by City Mobility staff and the Hirer shall hold City Mobility harmless in the event of contravention of this. Should the Hirer have any doubt as to whether this can be complied with, it should ask City Mobility to arrange a collection/delivery, subject to Charges (as applicable).

CHARGES AND PAYMENT

Where to find the Charges. The Charges will be the price indicated on the Price List (or otherwise notified to the Hirer) when the Hirer places the Order.

VAT charges. Where the Hirer is eligible to claim 0% VAT a VAT Declaration must be signed before or at the time of any payment being made.

Variation of the Charges. CITY MOBILITY will be entitled to vary the Charges and any Additional Charges at any time by giving written notice to the Hirer to reflect any variation in the cost of supplying the Equipment which arises as a consequence of:

- any variation in the Hirer's requirements for the Equipment;
- any information provided by the Hirer being inaccurate or incomplete; or
- any failure or delay by the Hirer in providing information.

- Any failure or delay by the Hirer in providing a completed VAT form.

A deposit will be required. At the time the Equipment is collected, City Mobility will require the Hirer to pay a refundable deposit of £240 including VAT (£200 excl VAT once a VAT declaration has been signed).

When the Hirer must pay and how. The balance of the full amount of the Hire must be paid at time of collection or two weeks before if the equipment is being delivered. Failure to pick up after 2 hrs of agreed pick up time may result in the Hire being cancelled.

City Mobility will pass on changes in the rate of VAT. If the rate of VAT changes between the Order date and the date City Mobility supplies the Equipment, City Mobility will adjust the rate of VAT that the Hirer pays, unless the Hirer has already paid for the Hire in full before the change in the rate of VAT takes effect.

When the Hire Period is extended. When availability allows, the Hirer may extend the Hire Period with prior agreement and must give at least 48 hours notice of this. The difference in cost between the new Hire Period and the previous Hire Period must be paid at the time of this notice. The period will only be extended if the Insurer also agrees to extend or renew the insurance cover for that period. Additional insurance would be at the Hirer's cost.

Remedies of City Mobility for late payment of additional charges. The Hirer will be responsible for reasonable legal charges incurred by City Mobility in the recovery of amounts due or the recovery of the Equipment. In addition, City Mobility is entitled to suspend further services to the Hirer.

Puncture repair costs when the Equipment is on Hire. The Hirer will be responsible for the costs of call outs for punctures and puncture repairs, or the cost of replacement tyres if a puncture cannot be repaired that occurs when the Equipment is in the Hirer's care. This will be charged at City Mobility's usual parts costs/call out rates and must be paid separately at the time the work is carried out or at the end of the Hire if not reported to City Mobility before then.

VARIATION

Which version of our Terms apply to your order. City Mobility amends these Terms from time to time. Every time a Hirer orders Equipment from us, the terms in force at the time of the Order will apply to the Contract between the Hirer and City Mobility.

Amending the Terms applicable to your Order. City Mobility may revise these Terms as they apply to an Order from time to time to reflect the following circumstances:

- changes in relevant laws and regulatory requirement; and
- changes to City Mobility's processes and procedures.

If City Mobility has to revise these Terms as they apply to an Order, City Mobility will contact the Hirer to give the Hirer reasonable advance notice of the changes and let the Hirer know how to cancel the Contract if the Hirer is not happy with the changes. The Hirer may cancel either in respect of all the affected Equipment or just any Equipment the Hirer has yet to receive. If the Hirer opts to cancel, City Mobility will have to return (at City Mobility's cost) any relevant

Equipment already received and City Mobility will arrange a full refund of the price paid by the Hirer including the deposit.

HOW CITY MOBILITY MAY USE A HIRER'S PERSONAL INFORMATION

City Mobility is the data controller of any personal information a Hirer provides to it. City Mobility will collect and process such information to process and fulfil an Order and to evidence delivery.

If the Hirer is an individual providing City Mobility with their own personal information, please see City Mobility's Privacy Policy which is available on our website www.city-mobility.co.uk for further information on how personal information is used and rights in relation to that information.

If the Hirer is providing personal data of another individual to City Mobility, the Hirer must tell that individual that the Hirer is providing their information to City Mobility and show them a copy of this notice.

GENERAL

Even if City Mobility delays in enforcing a Contract, City Mobility can still enforce it later. If City Mobility fails to insist that the Hirer performs any of its obligations under a Contract or if City Mobility does not enforce its rights against the Hirer, or if City Mobility delays doing so, that will not mean that City Mobility has agreed not to enforce its rights against the Hirer and will not mean that the Hirer does not have to comply with those obligations. If City Mobility does waive a default by the Hirer, City Mobility will only do so in writing, and that will not mean that City Mobility will automatically waive any later default by the Hirer.

If a court finds part of the Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any term is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Nobody else has any rights under a Contract. The parties do not intend that any term of a Contract shall be enforceable by any person other than the parties.

Transfer of rights to someone else. The Contract is personal to the Hirer and the Hirer shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of City Mobility. City Mobility may assign, transfer or subcontract any or all of its rights and obligations under the Contract to the business that owns City Mobility and shall give written notice to the Hirer on or after such event.

GOVERNING LAW AND JURISDICTION

Which laws apply. These Terms and any and all Contracts and any non-contractual obligations arising out of or in connection with them will be governed by Scottish law.

Where you may bring legal proceedings. City Mobility and the Hirer both agree that the courts of Scotland have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms and any and all Contracts (including in relation to any non-contractual obligations).

LIABILITY

City Mobility is responsible to the Hirer for foreseeable loss and damage caused by City Mobility. If City Mobility fails to comply with the Contract, City Mobility is responsible for loss or damage the Hirer suffers that is a foreseeable result of City Mobility breaking the Contract or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Hirer and City Mobility knew it might happen, for example, if you specifically drew it to our attention during the handover process.

City Mobility does not exclude or limit in any way City Mobility's liability where it would be unlawful to do so. This includes liability for:

- death or personal injury caused by City Mobility's negligence or the negligence of City Mobility's employees, agents or subcontractors;
- for fraud or fraudulent misrepresentation;
- for breach of the Hirer's legal rights in relation to the Equipment including the right to receive Equipment; and
- for any matter for which City Mobility is not permitted by law to exclude or limit, or to attempt to exclude or limit, liability.

City Mobility is not liable for business losses. CITY MOBILITY only supplies the Equipment for domestic and private use. If the Hirer uses the Equipment for any commercial, business or re-sale purpose City Mobility will have no liability to the Hirer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

AS AN INDIVIDUAL, THE HIRER HAS LEGAL RIGHTS AND REMEDIES IN RELATION TO THE PROVISION OF THE EQUIPMENT. ADVICE ABOUT THE HIRER'S LEGAL RIGHTS AND REMEDIES IS AVAILABLE FROM THE CITIZENS' ADVICE BUREAU. NOTHING IN THESE TERMS WILL AFFECT THE HIRER'S LEGAL RIGHTS AND REMEDIES.

AUTOMATIC CANCELLATION OF CONTRACT

Automatic termination at day 88 of the Contract term. Subject to City Mobility's and the Hirer's rights to cancel set out in the Contract, the Hire Period shall not exceed 88 days in any circumstances and each Contract will automatically end 88 days after the Commencement Date.

THE HIRER'S RIGHTS TO END OR CHANGE THE CONTRACT

Ending the Contract because of something City Mobility has done or is going to do. If the Hirer is ending a Contract for a reason set out below the Hirer may end the Contract immediately and City Mobility will refund the Hirer in full for any Equipment which has not been provided. The reasons are:

- City Mobility has told the Hirer about an upcoming change to these Terms which the Hirer does not agree to;
- City Mobility has told the Hirer about an error in the price or description of the Equipment ordered and the Hirer does not wish to proceed;
- there is a risk that supply of the Equipment may be significantly delayed because of events outside of City Mobility's control;
- City Mobility has suspended supply of the Equipment for technical reasons, or notifies the Hirer that it is going to suspend it for technical reasons; or
- the Hirer has a legal right to end the contract because of something City Mobility has done wrong.

Ending the Contract because the Hirer's plans have changed, or the Equipment is no longer required. If the Hirer is ending the contract before the Hire Period starts. A full refund of the amount paid minus an administration charge of £36.00 including VAT (not VAT exempt) will be given.

If the Hirer wishes to change the hire dates before the Hire Period has commenced.

There will be no additional charge provided the new dates can be accommodated. If the new dates cannot be accommodated and the Hirer wishes to end the contract before the original Hire Period starts, a full refund of the amount paid minus an administrative charge of £36.00 including VAT (not VAT exempt) will be given.

Late unauthorised returns by the Hirer.

The Hirer will owe an additional £50 per day as well as all collection and legal costs involved in recovery if the Equipment is not returned on the return date.

Extending the hire requires at least 48 hours notice, provided the new dates can be accommodated. A hire cannot extend beyond 88 days from the original start date.

HOW TO END THE CONTRACT WITH CITY MOBILITY

Telling City Mobility. To exercise the right to cancel, the Hirer must inform City Mobility by a clear statement (e.g. a signed for letter sent by post or e-mail to info@city-mobility.co.uk).

Returning Equipment after ending the Contract. If the Hirer ends the Contract for any reason after Equipment has been dispatched or delivered to the Hirer, the Hirer must return it to City Mobility or allow City Mobility to collect it.

Costs of return. City Mobility may pay the costs of return subject to City Mobility being satisfied, that:

- the Equipment is faulty or misdescribed; or
- the Hirer is ending the Contract because City Mobility told the Hirer of an upcoming change to the Equipment or these terms, an error in pricing or description, a significant delay in delivery due to events outside City Mobility's control or because the Hirer has a legal right to do so as a result of something City Mobility has done wrong.
- The Equipment is within City Mobility's mainland dealership area.

In all other circumstances, the Hirer must pay the costs of return.

What City Mobility charges for collection. If the Hirer is responsible for the costs of return and City Mobility is collecting the Equipment from the Hirer, City Mobility will charge the Hirer the advertised cost of delivery/collection.

How City Mobility will refund the Hirer. City Mobility will refund the Hirer the price the Hirer paid for hiring the Equipment including delivery costs, by the method the Hirer used for payment. City Mobility will make any refunds due to the Hirer as soon as possible after the Equipment has been checked it has been returned in the condition it was hired.

CITY MOBILITY'S RIGHTS TO END THE CONTRACT

City Mobility may end the Contract if the Hirer breaks it. City Mobility may end the Contract at any time by writing to the Hirer if:

- the Hirer does not, within a reasonable time of us asking for it, provide City Mobility with information that is necessary for CITY MOBILITY to provide the Equipment;
- the Hirer does not, within a reasonable time, allow City Mobility to deliver the Equipment to the Hirer or the Hirer does not collect them from City Mobility; or
- the Hirer otherwise breaks these Terms.

The Hirer must compensate City Mobility if it breaks the Contract. If City Mobility ends the Contract in the situations set out above, City Mobility will refund any money the Hirer has paid in advance for the Equipment City Mobility has not provided but City Mobility may deduct or charge the Hirer reasonable compensation for the net costs City Mobility will incur as a result of the Hirer breaking the Contract.

IF THERE IS A PROBLEM WITH THE EQUIPMENT

How to tell City Mobility about problems. If the Hirer has any questions or complaints about the Equipment, please contact City Mobility during opening hours.