

## Warehouse Fitness Equipment Hire – Terms and Conditions

### Warehouse Fitness Limited – Terms & Conditions for Private Individual Equipment Hire

#### 1. Definitions

The following definitions shall apply in this Agreement:

- **“Contract”** means the contract between Warehouse Fitness Limited (the “Owner”) and the Hirer for the hire of fitness equipment.
- **“Data Protection Legislation”** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- **“Equipment”** means the fitness equipment provided to the Hirer under the Contract and delivered to the Hirer, as detailed on the Order Form.
- **“Warehouse Fitness Limited”** is hereinafter referred to as the “Owner”.
- **“Order Form”** means the order form to which these terms are appended.
- **“Rental Fee”** means the amount payable by the Hirer to the Owner for the hire of the Equipment for periods of one (1) calendar week.
- **“Rental”** is the provision of the Equipment by the Owner to the Hirer for the Hirer’s personal use for an agreed period and at an agreed cost, subject to the terms and conditions set out below.

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#### 2. Rental Period

2.1 The Contract shall commence on the day of delivery of the Equipment and shall terminate on the day of collection of the Equipment.

2.2 Rental will be charged every 4 weeks of hire.

2.3 The minimum period of Rental is eight calendar weeks unless agreed otherwise.

2.4 The Equipment is hired under the terms and conditions set out in this document and on the Order Form.

2.5 If more than one item of Equipment is hired, the Rental Fee for each item bears the same proportion to the total Rental Fee as its value bears to the total Equipment value. The Owner shall not be obliged to make the Equipment available until the Hirer’s right to cancel the Contract has expired without being exercised.

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2.6 The Hirer acknowledges that the Equipment is hired for **personal use only** and not in connection with any business.

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### 3. Rental Charges

3.1 The Rental Fee shall be payable in advance for periods of 4 weeks or such shorter period as the Owner may agree.

3.2 If the Hirer does not make the Equipment available for collection on termination of the Contract, the Hirer shall be responsible for the Rental Fee until the Equipment is collected by the Owner. If the Equipment is made available before the end of the agreed rental period, the Owner may charge the full or a proportionate Rental Fee as deemed appropriate.

3.3 The Owner may vary the Rental Fee after the minimum rental period with not less than four (4) weeks' written notice.

3.4 The Rental Fee **does not include VAT**.

3.5 On termination, the final Rental Fee will include all complete and incomplete weeks hired.

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### 4. Payment

4.1 Following the Advance Rental Fee, subsequent Rental Fees shall be paid by the Hirer as detailed in the Order Form.

4.2 Failure to pay may, at the Owner's discretion, result in termination of the Contract.

4.3 The Owner reserves the right to charge interest on overdue Rental Fees at 4% per year above the FHBR and an administration fee of £50 per late payment.

4.4 Due to rounding, there may be a minor discrepancy in the Rental Fee of plus or minus £0.01.

4.5 All payments must be made directly to the Owner without demand and with no prior deductions.

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### 5. References

Prior to accepting any order, the Owner may request references, proof of identity, and proof of residence at its discretion.

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### 6. Acceptance

6.1 The Hirer must ensure the Equipment corresponds to the Order Form and is in working order. Any defects must be reported within one working day of delivery. Failure to do so will make the Hirer responsible for the Rental Fee until notification.

6.2 The Owner shall not be liable for defects except where resulting from the Owner's negligence, including that of its employees.

6.3 No representation regarding the Equipment or hire may be made on behalf of the Owner

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other than by its employees.

6.4 The Hirer authorises the Owner to store payment card details and charge for any damage, loss, or missing parts caused through the Hirer's negligence.

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## **7. Suitability**

The Hirer is responsible for ensuring the Equipment is suitable for their requirements. The Owner shall not be liable to the Hirer or third parties in this regard.

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## **8. Substitution**

The Owner may substitute Equipment with an alternative of equal or higher specification. The Hirer may not substitute any Equipment on termination of the Contract.

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## **9. Responsibilities of Hirer**

9.1 The Hirer confirms they have been instructed in the safe use of the Equipment and will not allow untrained persons to use it.

9.2 The Hirer shall use the Equipment safely and responsibly.

9.3 Except for death or personal injury caused by the Owner's negligence, the Hirer indemnifies the Owner against all loss, claims, or damage arising from use of the Equipment.

9.4 The Owner shall not be liable for consequential losses caused by late delivery, collection, unsuitability, breakdown, or failure of the Equipment.

9.5 Equipment must not be used by anyone under 16 years of age.

9.6 The Hirer shall not sell, assign, mortgage, charge, or sublet the Equipment.

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## **10. Insurance**

10.1 The Hirer indemnifies the Owner against loss or damage not caused by the Owner's negligence.

10.2 The Hirer must insure the Equipment under a comprehensive policy to full replacement value, with the Owner's interest noted.

10.3 Evidence of insurance must be provided on demand.

10.4 The Hirer must notify the Owner and insurers of any loss or damage and hold insurance monies in trust for the Owner.

10.5 The Owner may negotiate insurance claims and apply proceeds to repair, replacement, or compensation for loss.

10.6 Any shortfall must be paid by the Hirer on demand.

10.7 Loss or damage does not affect continuation of this Contract.

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### **11. Conditions & Warranties**

The Hirer is entitled to the benefit of any conditions or warranties from suppliers or manufacturers that are transferable to the Owner. Except as expressly provided, the Owner excludes all other conditions, warranties, or terms, including:

- 11.1 Any condition that Equipment will correspond with its description;
  - 11.2 Any condition of satisfactory quality;
  - 11.3 Any condition of fitness for a particular purpose;
  - 11.4 Any condition that bulk equipment corresponds with a sample.
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### **12. Equipment Location**

12.1 The Equipment must remain at the delivery address and may only be relocated with prior written consent from the Owner.

12.2 The Owner may access the Equipment to inspect, maintain, replace, or remove it with reasonable notice.

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### **13. Modification to Equipment**

The Equipment shall not be altered, modified, or repaired by the Hirer. Doing so renders the Hirer liable for full replacement cost.

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### **14. Care of Equipment**

14.1 The Hirer shall maintain Equipment in good and clean condition, following manufacturer instructions.

14.2 Costs for rectifying damage or cleaning caused by misuse will be charged to the Hirer.

14.3 Charges will be applied if Equipment is returned in an unsatisfactory condition.

14.4 The Hirer is responsible for loss or damage to the Equipment and must replace or repair as directed.

14.5 Any loss or damage must be reported immediately.

14.6 The Owner may charge the Hirer's stored payment details to cover costs due to misuse.

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### **15. Maintenance**

15.1 The Owner will repair or replace faulty Equipment at no charge if not caused by Hirer misuse. Costs from Hirer misuse will be charged.

15.2 Hirers are responsible for minor adjustments as instructed. A call out charge may apply for support visits.

15.3 Hirers shall not pledge the Owner's credit or permit liens on the Equipment.

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## **16. Default**

The Owner may terminate the Contract if the Hirer breaches any provision, upon which the Owner may recover Equipment and any losses.

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## **17. Termination by the Hirer**

17.1 The Hirer may terminate after the minimum contract period with 14 days' written notice.

17.2 Early termination requires written agreement; the Owner may charge the lesser of:

17.2.1 A recalculated Rental Fee for a shorter period plus £60 administration fee; or

17.2.2 The total Rental Fee for the remaining term.

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## **18. Termination by the Owner**

18.1 The Owner may terminate the Contract immediately if the Hirer is in breach or default.

18.2 The Owner may terminate with 7 days' written notice at its sole discretion.

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## **19. Return of Equipment**

The Owner will collect Equipment at the Hirer's expense according to the delivery/collection policy. Costs due to Hirer delay will be charged.

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## **20. Liability**

20.1 The Hirer acknowledges the Owner is not the original manufacturer. All implied warranties are excluded to the fullest extent permitted by law.

20.2 The Owner is not qualified to advise on exercise or health. Hirers should consult their doctor before use.

20.3 The Hirer accepts the risk of injury from Equipment use.

20.4 The Hirer shall pay all costs for repossession of Equipment.

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## **21. Ownership**

21.1 Equipment remains the property of the Owner and may not be sold, pledged, or otherwise disposed of.

21.2 The Hirer is responsible for damage if Equipment is affixed to property.

21.3 If Equipment becomes a fixture by law, the Hirer must acknowledge Owner ownership for cost allowances.

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## **22. Hirer Insolvency**

The Hirer must not enter into bankruptcy or insolvency procedures or arrangements with creditors.

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## **23. Notice**

Notice is valid if sent by email to the last known address of the recipient.

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## **24. Law and Jurisdiction**

This Contract is governed by English Law. The parties submit to the exclusive jurisdiction of the English Courts.

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## **25. Delivery & Collection**

25.1 Delivery/collection times are indicative; Equipment will be delivered Monday–Friday, 09:00–16:00.

25.2 Collection will occur within ten days after termination/expiry.

25.3 The Owner is not liable for damage during delivery, collection, or installation.

25.4 Cancellations with less than 24 hours' notice or missed appointments incur a £50 fee.

25.5 Additional fees may apply for non-standard delivery/collection times.

25.6 Unless otherwise agreed in writing, delivery will be kerbside only, and the customer must assist with unloading the equipment from the delivery vehicle

25.7 It is the Customer's responsibility to ensure that the Equipment will fit within the property; the Owner accepts no responsibility in this regard.

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## **26. Validity of Conditions**

Invalidity of any term does not affect remaining terms.

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## **27. Data Protection & Disclosure of Your Information**

27.1 The Owner may use Hirer information for contract assessment, credit checks, fraud prevention, and account administration.

27.2 Joint applications and associations will be processed as set out in credit reference procedures.

27.3 Data may be used for market research or to provide information on Owner products; Hirers may opt out in writing.

27.4 Both parties will comply with Data Protection Legislation.

27.5 The Hirer must ensure appropriate consents are in place for data transfer.

27.6 The Owner may provide information to credit reference agencies, debt collectors, insurers, or advisers.

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27.7 Credit scoring or automated decision-making may be used.  
27.8 Telephone calls may be monitored or recorded for security and training.

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## **28. Variation of Terms and Price**

28.1 The Owner reserves the right to vary these Terms and Conditions at any time. Any changes will be notified to the Hirer in writing and shall take effect immediately unless stated otherwise.

28.2 The Owner reserves the right to increase the Rental Fee or any other charges. Any such increase will be communicated to the Hirer in writing at least 28 days prior to the new charges taking effect.

28.3 Any variation of terms or price shall apply to future rental periods or renewals, unless explicitly stated otherwise.