



MOLLII SUIT Hire Agreement and Order Form - Consumer

COMPLETE AND SEND THIS TO REMOTION LTD'S EMAIL OR ADDRESS BELOW. VALID FROM 12 MARCH 2018 V1.12

For Office Use :

ORDER DATE ____/____/2020

ORDERED BY (Name) :

VAT form signed? Yes / No

ORDER

ACCEPTED: ____/____2020

HIRE ORDER No : HA19-_____

THIS HIRE AGREEMENT IS BETWEEN (1) THE PERSON NAMED IN HIRER DETAILS BELOW AT THE ADDRESS SHOWN AND

(2) REMOTION LTD (Registered Company No 09971602) OF ISLAND HOLT, STEEP, PETERSFIELD, GU32 1AE , Tel 01730 269000, Email : Mollii@remotion.co.uk, FOR THE HIRE OF A MOLLII SUIT FOR UP TO 3 MONTHS ON THE TERMS SHOWN IN THIS AGREEMENT.

INSTRUCTIONS : Print Clearly

COMPLETE BOXES C, D AND E BELOW, PLUS THE VAT DECLARATION ON PAGE 2 (if applicable) AND CLAUSE 14.3 ON PAGE 9 PLUS SIGN AND DATE ON PAGE 10 AND RETURN THE 4 PAGES TO REMOTION LTD.

A. EQUIPMENT : HIRE OF ONE (1) MOLLII Suit comprising : A Jacket, Trousers, Control Unit, Belt, 2 Laundry Bags, User Manual, batteries and charger. Size : As per the Assessment — enter below.

B. ESTIMATED DELIVERY DATE : We aim to get your Mollii Suit to you within 2 weeks of receiving your Hire Agreement and payment although it may take up to 8. It will be delivered by a tracked delivery service to your address shown below and be ready for use with batteries supplied and full instructions.

C. USER AND ASSESSMENT TEST DETAILS - must be completed :

MOLLII USER NAME : _____ TEST DATE: ____/____/202_.

TESTED BY: _____ AT : _____

SIZES: Jacket: _____ Trousers: _____ NOTES : _____

D. HIRER DETAILS : NAME plus DELIVERY AND INVOICE ADDRESS - must be completed in full.

Name _____ Email : _____

Address _____

_____ Post Code _____

Tel _____ Tel (2)/Mobile _____

NOTES _____

E. RENTAL PERIOD : 1 / 2 / 3 months (circle one), maximum 3 months, at £470 per month exc VAT.

PAID MONTHLY IN ADVANCE BY : PAYMENT CARD / BANK TRANSFER (circle one).

Bank transfer : pay to Remotion Ltd (Hires) at Santander, Sort Code 09 - 01 - 29 , Account No 23165926

RETURNABLE DEPOSIT : £2,500 – paid by PAYMENT CARD or BANK TRANSFER (circle one).

Bank Transfers as above.

PAYMENT (DEBIT OR CREDIT) CARD DETAILS MUST NOT BE EMAILED TO US BUT CAN BE :

PHONED TO US ON TEL 01730 269000 OR

POSTED TO REMOTION LTD AT THE ADDRESS ABOVE.

Include the following details :

The Name as on the Card, 16-digit Card Number, Card Expiry Date (mm/yy), the CVV (3-digit security number) and your Card's Billing Address.



VAT ZERO RATING FORM

VAT Reliefs for Disabled People—ELIGIBILITY DECLARATION BY A DISABLED PERSON

HMRC Note to customer

You should complete this declaration if you are 'chronically sick or disabled' and the goods or services are for your own personal or domestic use. A family member or carer can complete this Declaration on your behalf if you wish.

You can find out more from the Help sheets on the Gov.uk website or by telephoning the VAT Disabled Reliefs Helpline on 0300 123 1073. HMRC staff cannot advise whether or not an individual is chronically sick or disabled.

A person is 'chronically sick or disabled' if he or she is a person:

With a physical or mental impairment which has a long term and substantial adverse effect upon his or her ability to carry out everyday activities

With a condition which the medical profession treats as a chronic sickness.

If you are unsure, you should seek guidance from your GP or other medical professional.

Please give this completed form back to the supplier. They will keep it with their VAT records. Do not send it to HMRC.

I (MOLLII USER'S NAME) : _____

OF (ADDRESS) : _____

POST CODE : _____

TELEPHONE NUMBER : _____ DECLARE THAT I AM AN ELIGIBLE PERSON UNDER PARAGRAPH 1 OF VAT LEAFLET 701/7(94), THAT I HAVE THE FOLLOWING DISABILITY OR CHRONIC SICKNESS :

DETAILS : _____

AND THAT ELIGIBLE GOODS AND/OR SERVICES FROM : **REMOTION LTD., ISLAND HOLT, STEEP, PETERSFIELD, HAMPSHIRE, GU32 1AE** ARE BEING SUPPLIED TO ME FOR DOMESTIC OR MY PERSONAL USE, DESCRIPTION : **MOLLII SUIT INCLUDING GARMENTS AND CONTROL UNIT** AND I CLAIM THAT THE SUPPLY OF THESE GOODS IS ELIGIBLE FOR RELIEF FROM VALUE ADDED TAX UNDER GROUP 12 OF SCHEDULE 8 OF THE VALUE ADDED TAX ACT 1994.

SIGNATURE (USER/PARENT/GUARDIAN/CARER) : _____

DATE : ____ / ____ / 202 ____ . NAME IF NOT USER : _____

Acceptance of this Declaration by Remotion Ltd, Island Holt, Steep, Petersfield, Hampshire, GU32 1AE :

Signed : _____ Name : _____ Date : ____ / ____ / 202 ____

In our opinion Mollii qualifies for zero rating for VAT as being 'special clothing' under Medical and Surgical Appliances. See paragraph 4.2 of VAT Notice 701/7 above : VAT Notice 701/7 : VAT reliefs for disabled and older people. Feb 2018.

Leave this space blank

TERMS AND CONDITIONS OF HIRE – REMOTION LIMITED

1. Interpretation

1.1 The following definitions and rules of interpretation apply to these Conditions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: the date that you take Delivery of the Equipment.

Conditions: the terms and conditions set out in this document and any special or additional terms and conditions agreed in writing by us and you recorded in the Order Form overleaf.

Contract: the contract between you and us for the hire of the Equipment, in accordance with the Order Form and these Conditions.

Delivery: the transfer of physical possession of the Equipment to you at the Property.

Deposit: the deposit set out in the Order Form.

Equipment: the items of equipment listed in the Order Form, including all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Estimate Delivery Date: the date upon which we will aim to deliver the Equipment to you at the Property, as stated in the Order Form.

Nominated Account: our bank account to make any payments required by you under these Conditions, the details of which are set out in the Order Form.

Order Confirmation: our written acceptance of the Order Form.

Order Form: the order form provided by us to include, where applicable, the description of the Equipment to be supplied, the Deposit, the Rental Payment, the Rental Period, the address of the Property and Estimated Delivery Date (or any other information which we deem necessary), as set out overleaf.

Payment Card: (where applicable) the valid credit or debit card which you authorise us to take payment of the Deposit and Rental Payment from, details of which are set out in the Order Form (or otherwise notified to us in writing).

Property: the property in respect of which the Equipment is to be delivered to, as set out in the Order Form.

Rental Payment: the payment made by you (or on your behalf) for hire of the Equipment, as set out in the Order Form.

Rental Period: the period of hire as set out in clause 4.1.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

'We', 'us' or 'our': Remotion Limited, a company registered in England and Wales under company number 09971602, whose registered office is at Island Holt, Steep, Petersfield, Hampshire, GU32 1AE.

'You' or 'your': the person to whom we are hiring the Equipment to and who is required to pay for the hiring of the Equipment, as set out overleaf on the Order Form.

1.2 Clause and paragraph headings shall not affect the interpretation of these Conditions.

1.3 A reference to **'writing'** or **'written'** includes e-mail.

1.4 Any words following the terms **'including'**, **'include'**, **'in particular'**, **'for example'** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. These Conditions

2.1 These Conditions are the terms and conditions on which we will hire the Equipment to you.

2.2 Please read these Conditions carefully before you submit your order to us. These Conditions tell you who we are, how we will hire the Equipment to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Conditions, please contact us to discuss. Any changes required to these Conditions must be agreed by us in writing.

3. Our Contract with you

3.1 Our acceptance of the Order Form will take place when we issue you with an Order Confirmation, at which point the Contract will come into existence between you and us.

3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the Equipment. This might be because the Equipment is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error on the Order Form.

3.3 We will assign an order number to your order and tell you what it is when we issue you with an Order Confirmation. It will help us if you can tell us the order number whenever you contact us about your order.

4. Rental Period

4.1 The Rental Period starts on the Commencement Date and shall continue for the period as stated in the Order Form, unless :

- (a) these Conditions are terminated earlier in accordance with its terms;
- (b) the Rental Period is extended as a result of circumstances under clause 10.5, subject to clause 4.2;
- or
- c) we agree to an extension of the Rental Period, subject to clause 4.2.

4.2 Under no circumstances shall the Rental Period exceed three calendar months.

5 Deposit and Rental Payment

5.1 You shall pay the Deposit and the first monthly Rental Payment to us upon receipt of our Order Confirmation, by way of same day electronic transfer of immediately available funds to our Nominated Account (or other bank account as notified by us in writing) or by payment taken from the Payment Card. The Equipment will not be despatched until we have received cleared payment in full in respect of the Deposit and the first monthly Rental Payment.

5.2 The Deposit is a deposit against any loss of or damage caused to the Equipment by you or any other person using the Equipment whilst in your possession. If you or any other person causes any loss or damage to the Equipment (in whole or in part), we will be entitled to apply the Deposit against such loss or damage. The Deposit (or balance thereof) shall be refundable within ten (10) Business Days of the end of the Rental Period by the payment method you used for payment (unless otherwise notified to us in writing).

5.3 Any subsequent monthly Rental Payment (if applicable) will be payable in advance on the same date in the calendar month (or months, as the case may be) immediately proceeding the calendar month upon which the Commencement Date falls. If such a date (or dates, as the case may be) shall fall on a non-Business Day, payment of the subsequent monthly Rental Payment will be payable on the first Business Day thereafter.

5.4 Payment of any subsequent monthly Rental Payment will be payable by same day electronic transfer of immediately available funds to our Nominated Account (or other bank account as notified by us in writing) or by payment taken from the Payment Card. If you choose to pay by same day electronic transfer of immediately available funds, we will provide you with an invoice setting out the subsequent monthly Rental Payment required to be paid by you.

5.5 The Rental Payment is exclusive of VAT and any other applicable taxes and duties or similar charges which may be payable by you at the rate and in the manner from time to time prescribed by law.

5.6 Some goods supplied for individual disabled persons are eligible for VAT relief. To obtain supplies on a zero-rated VAT basis you must complete and sign a VAT Declaration for Zero Rating. We reserve the right to charge VAT at the standard rate if we are not in possession of a completed VAT Declaration for Zero Rating at the time of despatch of the Equipment, but we usually are prepared to provide the Equipment exclusive of VAT if you advise us that you are eligible for VAT relief. In these circumstances it is your responsibility to obtain a VAT Declaration for Zero Rating form from us, if one has not been provided with the Order Form, which should then be completed, signed and returned to us as soon as practicable.

5.7 All amounts due under these Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.8 If you fail to make a payment due to us under these Conditions by the due date, then, without limiting our remedies under clause 12 (Termination), you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each month at the rate of 1.5% on the overdue sum outstanding] from time to time. You must pay us interest together with any overdue amount.

6. Our rights to make changes

6.1 We may change the Equipment:

- (a) to reflect changes in relevant laws and regulatory requirements; or
- (b) to implement minor technical adjustments and improvements, for example to address technical issues with the control unit. These changes will not affect your use of the Equipment.

6.2 If we need to make more significant changes to the Equipment (for example changes not foreseen or made aware to you in the pre-contract information provided) we will notify you and you may then contact us within 14 days of the date of such notice to either agree to such changes or end the Contract and receive a full refund of any monies paid to us in accordance with clause 5.1. If you do not contact us within 14 days from the date of our notice to you, we will end the Contract and refund to you any monies paid to us in accordance with clause 5.1.

6.3 We reserve the right to revise and amend these Conditions from time to time. You will be subject to the Conditions in force at the date of the Order Form.

7. Delivery

Delivery costs.

7.1 The costs of initial delivery to the Hirer will be included in the Rental Payment.

7.2 Subject to you complying with clause 5.1, we will use our reasonable endeavours to effect Delivery by the Estimated Delivery Date (unless otherwise agreed in writing by you and us).

7.3 If Delivery is delayed by an event outside our control (in accordance with clause 15 (Events outside of our control)) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for the Equipment you have paid for but not received.

7.4 If no one is available at the Property to take Delivery of the Equipment, we will leave you a note informing you of how to rearrange Delivery at the Property.

7.5 If, after a failed Delivery to you, you do not rearrange Delivery or collect the Equipment from us, we will contact you for further instructions and may charge you for storage costs and any further Delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange Delivery or collection we may end the Contract and clause 12.1 will apply.

8. Title and Risk

8.1 The Equipment shall at all times remain our property and you shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions).

8.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to you on Delivery. The Equipment shall remain at your sole risk during the Rental Period and any further term during which the Equipment is in your possession, custody or control until such time as the Equipment is received by us.

9. Your responsibilities

9.1 You shall during the Rental Period and any further term during which the Equipment is in your possession, custody or control until such time as the Equipment is returned to us:

- (a) give immediate written notice to us in the event of any loss, accident or damage to the Equipment arising out of or in connection with your possession or use of the Equipment;
- (b) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions provided by us;
- (c) take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by any person;
- (d) maintain at your own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- (e) make no alteration to the Equipment, nor disassemble nor remove parts (save changing batteries as required) and shall not remove any existing component(s) from the Equipment without our prior written consent;
- (f) keep the Equipment at all times at the Property and shall not move or attempt to move any part of the Equipment to any other location without our prior written consent;
- (g) permit us or our duly authorised representatives to inspect the Equipment at all reasonable times and for such purpose to enter upon the Property or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

- (h) not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any charge or other security interest in respect of it;
- (i) not use the Equipment for any unlawful purpose; and
- (j) deliver up the Equipment at the end of the Rental Period (including any extended Rental Period as the case may be) or on earlier termination of these Conditions at our address stated in the Order Form (or such other address as we may require in writing), or if necessary allow us or our representatives access to the Property or any premises where the Equipment is located for the purpose of removing the Equipment.

10. Defective Equipment

10.1 If you have any questions or complaints about the Equipment please contact us in accordance with clause 17 (Notices and communications).

10.2 We agree to fully investigate any alleged defect notified to us by you provided we have received full payment of all sums due and payable to us by you.

10.3 We will not be responsible for:

- (a) any imperfections of a minor or insignificant nature;
- (b) any defect arising from your actions following Delivery of the Equipment;
- (c) any defect arising from your failure to follow our oral or written instructions as to the use and maintenance of the Equipment;
- (d) any defect arising from any alterations or repairs (or attempts to alter or repair) made by you or by someone else at your request; or
- (e) any defect arising as a result of fair wear and tear or wilful damage caused by you.

10.4 If we deem that the Equipment is defective we will (subject to your agreement in writing):

- provide you with a full or partial refund;
- replace the Goods; or
- repair the Goods.

10.5 Interruptions to your use of the Equipment during the Rental Period due to us replacing or repairing defective Equipment (as the case may be) in accordance with clauses 10.4(b) and 10.4(c) above will be added to the Rental Period at no additional charge unless such extension results in the Rental Period exceeding three calendar months. In the event that such extension results in the Rental Period exceeding three calendar months, the interruptions will be credited to you at a fixed daily rate, calculated by dividing the Rental Payment by the total number of days that equate to the Rental Period. Such credit shall be refundable within ten (10) Business Days of the end of the Rental Period by the method you used for payment of the Deposit and Rental Payment (unless otherwise notified to us in writing) subject to return of the Equipment to us according to Clause 9.1(j) above and Clause 13.2 below.

11. Our liability to you

11.1 Subject to clause 11.2 below, if we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Conditions or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if it was contemplated by you and us at the time we entered into this Contract.

11.2 We only supply the Equipment for domestic and private use. If you use the Equipment for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3 Our total liability to you in respect of all losses arising under or in connection with these Conditions or the Contract shall not exceed the total amount paid by you under the Contract.

11.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes:

- (a) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) for fraud or fraudulent misrepresentation; and
- (c) which we cannot exclude or limit our liability under applicable laws.

12. Termination

12.1 Without affecting any other right or remedy available to us, we may end the Contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within five Business Days of us reminding you that payment is due;
- (b) you do not, within a reasonable time, allow us to deliver the Equipment to you or collect them from us; or
- (c) you breach any of your obligations listed under clause 9.1 above.

12.2 If we end the Contract in the circumstances set out in clause 12.1 above, we will refund any money you have paid in advance for the Equipment we have not provided but we may deduct or charge you as compensation for the net costs we will incur as a result of your breach of the Contract.

13. Consequences of Termination

13.1 Upon termination of this Contract (however caused):

- (a) our consent to your possession of the Equipment shall terminate and we may, by our authorised representatives, without notice, retake possession of the Equipment and for this purpose may enter the Property or any premises at which the Equipment is located; and
- (b) without prejudice to any other rights or remedies you may have, you shall pay to us on demand:
 - (i) any outstanding Rental Payment and other sums due but unpaid at the date of such demand, together with any interest accrued pursuant to clause 5.8; and
 - (ii) any costs and expenses incurred by us in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, repair, transport, and legal costs).

13.2 Upon the expiry of the Rental Period, you will be required within four Business Days to return the Equipment to our address stated in the Order Form (or other address as notified by us in writing) by first class prepaid recorded delivery or registered post in the packaging provided with the Equipment and then in a suitable container, for example the box the Equipment was delivered in. If you lose the packaging please contact us in accordance with clause 17 (Notices and communications).

13.3 You must notify us of the tracking details for the returned Equipment once known.

- 13.4 You should keep a copy of any record of posting the Equipment to us in case the Equipment does not reach us.
- 13.5 If you do not within four Business Days of the expiry of the Rental Period return the Equipment to us, we reserve the right at our sole discretion to charge you an amount equal to the replacement value of the Equipment (and you hereby authorise us to deduct any part of such charges from the Deposit).
- 13.6 Any returned Equipment must be cleaned and dried in accordance with the instructions for use before being returned to us.

14 How we will use your personal information.

14.1 We will use the personal information you provide to us:

- (a) to supply the Equipment to you;
- (b) to process your payment for the Deposit and Rental Payment; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

14.2 We will not give your personal information to third parties unless where the law either requires or allows us to do so.

14.3 Declaration. So that we may process your personal information in accordance with this clause, please carefully read the following declaration and sign where indicated below if you agree with us processing your personal information in this way:

I hereby confirm that I have read and understood clause 14 (How we will use your personal information) of these Conditions above and that I hereby agree and consent to Remotion Limited using and processing my personal data for the purposes required by Remotion Limited, as set out in clause 14.1 of the Conditions above.

Signed: **Dated:**/...../202 ...

Print Name:

15. Events outside of our control

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

15.2 An '**event outside of our control**' includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes the following:

- civil commotion, civil war, riot, invasion, armed conflict, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- acts of God, collapse of buildings, fire, explosion, inclement weather, storm, flood, earthquake, subsidence, drought, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private utility networks;
- the acts, decrees, legislation, regulations or restrictions of any government;

strikes or labour unrest (other than in relation to our own employees); or

default by one of our suppliers or sub-contractors.

15.3 Our obligations under these Conditions are suspended for the period that such event outside of our control continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring such an event to a close or to find a solution by which our obligations under these Conditions can be performed despite such an event.

16. Transfer of rights and obligations

16.1 We may transfer our rights and obligations under these Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Conditions.

16.2 You may not transfer your rights and obligations under these Conditions to any other person without our written consent.

17. Notices and communications

17.1 If you wish to contact us in writing, or if any clause in these Conditions requires you to give us notice in writing (for example, to cancel the Contract), you can send this to us by hand or by pre-paid post to Remotion Limited, Island Holt, Steep, Petersfield, Hampshire, GU32 1AE, or by email to mollii@remotion.co.uk. We will confirm receipt of this by contacting you in writing.

17.2 If you wish to contact us by telephone, our contact number is 01730 269000.

17.3 If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address or email address you provide to us in the Order Form.

18. Other important terms

18.1 Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect to the fullest extent permitted by law.

18.2 If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of you breaching this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. No waiver by us of any of these Conditions shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

18.3 No other person shall have any rights to enforce any of these Conditions. Neither of us will need to get the agreement of any other person in order to end the Contract or to make any changes to these Conditions.

18.4 These Conditions shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.

Signed by the Hirer : _____ Date : _____ / _____ / 202_____