

**ELECTRIC MOBILITY SCOOTER HIRE AGREEMENT**

**THIS ELECTRIC MOBILITY SCOOTER HIRE AGREEMENT (this "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

**BETWEEN:**

**GREEN POWER TRADING UK LTD of WF16 0PN**  
(the "Owner")

OF THE FIRST PART

**- AND -**

**John Smith of 123 Oxford circus, London**  
(the "Hirer")

OF THE SECOND PART

(the Owner and Hirer are collectively the "Parties")

**IN CONSIDERATION OF** the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner leases the Equipment to the Hirer, and the Hirer leases the Equipment from the Owner on the following terms:

**Definitions**

1. The following definitions are used but not otherwise defined in this Agreement:
  - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
  - b. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

**Lease**

2. The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement.

**Term**

3. The Agreement commences on .....day, .....month,....., 2018 and will continue on a month-to-month basis (the "Term") and shall be valid throughout the term of the contract.

4. **Duration of Term** - The duration of the lease term shall be 24 months.
5. **Completion of the payment of the Lease Term** - The payment completion shall occur either : a) upon completion of payment of 24 consecutive months of equipment; b) earlier than 24 months and by completion of payment of the remaining residual value of the equipment.
6. **Rent** - The rent will be paid in 24 installments of ..... each month the first payment will be for ..... Pounds, in advance, beginning on ..... 2018 and will be paid on the 1st day of each succeeding month throughout the Term (the "Rent") in compliance with terms and conditions of the credit card company. Payments will be made by direct debit through Gocardless company or by direct debit by credit card.

#### **Residual Value**

7. The residual value (the "Residual Value") after 24 months of the equipment is £.....

#### **Purchasing the Equipment**

8. The Hirer has the option to purchase the Equipment at the end of the 24 month Term by paying the following amounts:
  - a. the Residual Value of the Equipment;
  - b. any fees, taxes, and expenses related to the purchase of the Equipment.
9. **Completion of 24 months** - The Hirer has the following options upon completion of 24 months
  - a. Return the equipment in good condition to the Owner by contacting a representative and scheduling a date to return the equipment to the local warehouse. The procedure to return the equipment will be made by the customer and at his own expense.
  - b. Should the customer consent to continue to lease the equipment for an additional lease period, he shall pay £149 for shipments made by us. Payment will be made by credit card. In addition there will be a new monthly payment of ..... £ (depending on the model chosen) and a new contract shall be drawn up and resigned by all parties and witnessed by the next of Kin;
  - c. The Hirer may decide to pay a final charge of £.....to cover the residual charge and the Owner shall transfer the Deeds of ownership with the DVLA to the Hirer's name.

10. **Fees returned upon Completion of Term**- Following an evaluation of all costs the Hirer has paid all of the costs and fees associated with purchasing the Equipment, the Owner will return the following amounts, or the remaining portions of these amounts, to the Hirer:

- a. any money received from an insurance claim or action that is not used to repair or replace the Equipment. It should be noted that all mandatory Insurance policies will be the sole responsibility and discretion of the Hirer;

**Delivery of Equipment at all times**

11. The Owner will, at the Owner's own expense and risk, deliver the Equipment to the Hirer at the address that shall be registered on the DVLA registration forms.

**Use of Equipment**

12. The Hirer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.

13. **One Year Guarantee of Service Parts, Mechanical equipment modifications or service** - The Owner grants a full warranty guarantee for 12 months that covers up to three visits by a mechanic or engineer; exchange of any parts required and or repairing any mechanical technical faults. It is emphasized that the warranty and the repairs will be subject to the insurance coverage by our warranty policy, with which the customer will receive a copy of at the time of supply of equipment, so the customer is fully aware what is covered under the warranty and what extra monies may be required to be added in the event of an insurance event.

14. **Damages caused by the Hirer following the one year guarantee period** - Upon completion of the initial 12 months from the date of delivery to the Hirer, the Owner shall not be responsible for any damages caused by the Hirer either in an accident or indirectly or purposely and the Hirer should contact the insurance company directly cover any expenses that are incurred. In addition, the customer may contact us to receive a quote for repair.

15. **Insurance**

The Hirer will, during the whole of the Term and for as long as the Hirer has possession of the Equipment, take out, maintain and pay for insurance against loss of and damage to the Equipment for the full replacement value of the Equipment and will name the Owner as the loss payee.

## 16 . Insurance Claims by the Hirer -

1. The Hirer should not claim the Insurance to cover any personal items that may be lost or stole.
2. Hirer confirms that he is aware that he will purchase warranty at his own expense to insure the equipment and himself and provide the owner with a copy of this coverage policy and validity reference.
3. The Hirer should report to the Owner any money received from an insurance claim or action that is not used to repair or replace the Equipment
4. The Hirer should not make a claim to cover cosmetic damage meaning any damage that does not allow you use of your scooter effectively and safely
5. The Hirer should not a claim any damage caused by any unauthorized or uninsured users.
6. **Purpose of Equipment** - The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.
7. **Alterations , Modifications, Attachments** - Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment. The Hirer is not permitted to exchange any parts to the equipment, nor buy any parts from any unauthorized dealer unless directly from the Owner.

### **Warranties**

8. The Equipment will be in good working acceptable order and good condition upon delivery. The customer will confirm the validity of the product upon receipt of the product by POD (where there will be an orderly check list which the customer will sign that the equipment has been delivered and is in order.
9. **Quality of equipment** - The Equipment is of merchantable quality and is fit for the following purpose: to provide the elderly and disabled who have been deprived of mobility the ability to restore as much mobility as possible by leasing this modern looking, retro Electric Mobility Scooter that should permit them to scoot around for up to 45 miles around the neighborhood, town, the park, to do their shopping independently and errands or pop in to see a friend or to school which is also Green friendly and works on electric battery.

### **Loss and Damage**

10. To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
11. **Hirer Responsibility due to Loss / Damage** - If the Equipment is lost or damaged, the Hirer will continue paying Rent, will provide the Owner with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
12. **Total Loss of equipment** - In the event of Total Loss of the Equipment, the Hirer will provide the Owner with prompt written notice of such loss and will pay to the Owner all unpaid Rent

for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Hirer.

**Ownership, Right to Lease and Quiet Enjoyment**

13. The Equipment is the property of the Owner and will remain the property of the Owner.
14. **Encumbrance of Equipment** - The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
15. **Owners Right to Lease equipment** - The Owner warrants that the Owner has the right to lease the Equipment according to the terms in this Agreement.
16. **Event of Default Warranty**- The Owner warrants that as long as no Event of Default has occurred, the Owner will not disturb the Hirer's quiet and peaceful possession of the Equipment or the Hirer's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

**Surrender**

17. At the end of the Term or upon earlier termination of this Agreement, the Hirer will physically return the equipment to us\ make the Equipment available for pick up at ..... If the Hirer fails to make the Equipment available for pick up, the Hirer will pay to the Owner any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Hirer.
18. **General liability insurance** - The Hirer will purchase on his own expense, during the whole of the Term and for as long as the Hirer has possession of the Equipment, take out, maintain and pay for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the Equipment. The insurance policy will have limits of at least £2,000,000.
19. **Insurance Policy Parties** - The insurance will be in the joint name of the Owner and the Hirer so that both the Owner and the Hirer will be protected from liability and will provide primary and non-contributing coverage for the Owner. The insurance policy will have a provision that it will not be modified or cancelled unless the insurer provides the Owner with thirty (30) days written notice stating when such modification or cancellation will be effective.
20. Upon written demand by the Owner, the Hirer will provide the Owner with an original policy or certificate evidencing such insurance.
21. The Hirer appoints the Owner as the Hirer's attorney-in-fact ("Attorney") with the power to maintain the above insurance and to secure payments arising out of any insurance policy required by this Agreement. The Attorney has the power to do all acts that are necessary or desirable to secure such payments.
22. **Failure to comply with Insurance Conditions** - If the Hirer fails to maintain and pay for such insurance, the Owner may, but is not obligated to, obtain such insurance, but if the Owner does obtain such insurance, the Hirer will pay to the Owner the cost of such insurance upon notification from the Owner of the amount.

23. **No Claims Bonus** - As the vehicle is owned directly by the owner Green Power Ltd , the Hirer will not accrue any personal no-claims bonus.
- a. no-claims bonus - Any personal no-claims history held before joining the Leasing Scheme with the owner, may no longer be accepted by insurers
  - b. No Claims Bonus - As the vehicle is owned directly by the owner Green Power Ltd , the Hirer will not accrue any personal no-claims bonus.
  - b. Proof of Claims history - If the hirer leaves the leasing scheme, Green Power are able to provide a claims history letter which details any claims made by the hirer and his nominated drivers along with the period of time he / she had claims free driving.

### **Indemnity**

24. The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Hirer's use of the Equipment.

### **Default**

25. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:
- a. The Hirer fails to pay any amount provided for in this Agreement within 14 days after same is due or otherwise breaches the Hirer's obligations under this Agreement.
  - b. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of the United Kingdom or another competent jurisdiction.
  - c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

### **Remedies**

26. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies"):
- a. Declare the entire amount of the leasing for the Term immediately due and payable without notice or demand to the Hirer.
  - b. Apply the Deposit toward any amount owing to the Owner.
  - c. Commence legal proceedings to recover the leasing and other obligations accrued before and after the Event of Default.
  - d. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.
  - e. Terminate this Agreement immediately upon written notice to the Hirer.
  - f. Pursue any other remedy available in law or equity.

27. The Hirer is entitled to the protection and remedies available to them under the Consumer Credit Act 1974.

**Assignment**

28. THE HIRER WILL NOT ASSIGN THIS AGREEMENT, THE HIRER'S INTEREST IN THIS AGREEMENT OR THE HIRER'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER.
29. If the Hirer assigns this Agreement, the Hirer's interest in this Agreement or the Hirer's interest in the Equipment without the prior written consent of the Owner, the Owner will have recourse to the Remedies and will be entitled to all damages caused by the assignment.

**Additional Mandatory Clauses**

30. **Proof of residence** - The customer will attach proof of the address he has lived in the last six months. The product will be provided to this address only.
31. **Registration of equipment with DVLA** - The Owner will register the vehicle for Class 3 Invalid Carriages license with the Driver & Vehicle Licensing Agency DVLA and file in the V55/4 and send a copy to the hirer
32. **Compliance with Highway Code** - The Hirer shall always comply with the Highway Code if he drives his mobility scooter on the road.
33. **Mandatory Annual EYE TEST** - The Hirer must comply with an annual eye test to verify that he is able to read a number plate from 12.3 ( 40 feet) metres away. The Owners has fully explained to the Hirer that any accident caused by the Hirer, due to bad eye sight may invalidate the insurance coverage and the Hirer may have to cover full compensation if poor eyesight was part of the cause.
34. **Confirmation of Roadworthy state of Equipment** - The Hirer confirms that he shall keep his electric mobility scooter "Roadworthy" - ie must use an amber flashing light for visibility if he/she uses a class 3 invalid carriage on a dual carriageway.
35. **Traveling with the equipment outside the UK** - Should the Hirer wish to take his equipment abroad within the European Union and to Iceland, Norway, Switzerland and Liechtenstein for up to 90 days in any 12 month period, he should contact the Insurance and update the Owner. Furthermore he must send the owner a VE103 (Vehicle on Hire form) from the RAC (this is confirmation that the Hirer has received the consent from the owner to take the equipment abroad).
36. No Claims Bonus - As the vehicle is owned directly by the owner Green Power Ltd , the Hirer will not accrue any personal no-claims bonus.
37. Any personal no-claims history held before joining the Leasing Scheme with the owner, may no longer be accepted by insurers if you leave the leasing Scheme.
38. Proof of Claims history - If the hirer leaves the leasing scheme, Green Power are able to provide a claims history letter which details any claims made by the hirer and his nominated drivers along with the period of time he / she had claims free driving.

39. In the event that the customer fails to meet the financial obligations agreed upon in this contract, we will be entitled to contact a collection company that will initiate proceedings against him.

**Entire Agreement**

40. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

**Address for Notice**

41. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Owner: GREEN POWER TRADING UK LTD, WF16 0PN

Hirer: John Smith, 123 Oxford circus, London

**Payment**

42. All pound amounts in this agreement refer to pounds sterling, and all payments required to be paid under this Agreement will be paid in pound sterling unless the Parties agree otherwise.

**Interest**

43. Interest payable on any overdue amounts under this Agreement will be at a rate of 8.00 percent per annum or at the maximum rate allowed under applicable legislation, whichever is lower.

**Interpretation**

44. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

45. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English courts.

**Severability**

46. If there is a conflict between any provision of this Agreement and the applicable legislation of England (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
47. If there is a conflict between any provision of this Agreement and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Agreement.
48. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or

unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

**General Terms**

49. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

50. Time is of the essence in this Agreement.

51. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

52. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

53. Should the Hirer die during his lease, a family member should contact the Owner as soon as possible. The owner will allow up to 14 days for the hirer's family member to contact a representative to reclaim the mobility scooter.

**Notice to Hirer**

54. **NOTICE TO THE HIRER:** This is a lease. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

**IN WITNESS WHEREOF** .....( hereinafter "the hirer")has duly affixed its signature under hand and seal and the Owner - GREEN POWER TRADING UK LTD has affixed its signature by a duly authorised officer under seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

GREEN POWER TRADING UK LTD

\_\_\_\_\_  
(Witness)

Per: \_\_\_\_\_ (c/s)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
John Smith (Hirer)