

SNAAP Hoist Equipment Hire Booking Conditions

Prism A-150F Folding Mobile Hoist

1. Definitions used in this agreement

The Hirer: the person, company or other organisation hiring equipment as stipulated on the booking confirmation.

The User: Any person authorised to use equipment by the Hirer.

2. Rental Period

The Hirer must:

- Specify date and time of hire at time of booking.
- Be responsible for collecting and returning the hoist to Windchimes.
- Check availability with SNAAP if they wish to extend the rental period. Availability cannot be assumed and is not guaranteed.
- Return the hoist on time at the conclusion of this Rental Period unless an extension has been agreed and paid for in advance.

3. Basis of Contract

The Hirer shall inspect the hoist before they take it and must notify SNAAP immediately of any faults. If the Hirer fails to notice within 1 day(s) after hiring, the Hirer will be conclusively presumed to have accepted the hoist as specified in the Contract. Any subsequent claim that the hoist was not provided in fully functional order will not be considered.

Bookings are accepted subject to availability. SNAAP will not be liable for any loss or liability suffered by the Hirer as a result of the hoist being unavailable.

4. Cancellation by Hirer

The Hirer shall have the right to terminate this agreement at any time. Cancellation must be made by email to info@snaap.org.uk or by telephoning the office on 01227 367555. Messages passed on via staff outside of the office will not be accepted.

Cancellation more than 30 days before date of travel, cancellation fee is 50%. Refund 50%.
Cancellation between 8 and 30 days before date of travel, cancellation fee is 75% Refund 25%.
Cancellation less than 7 days before the date of travel, cancellation fee is 100%. Refund 0%.

5. Hirers responsibilities

Hirers will:

- Look after the hoist (including charging equipment and user manual).
- Not load the hoist beyond the manufacturers' maximum weight recommendations.
- Not use hoist or allow it to be used on unsuitable terrain or gradients.
- Not remove any labels from and/or interfere with the hoist, their working mechanisms or any other parts of them.
- Not sell, rent or dispose of the hoist or any of its parts.

- Not allow unauthorised persons to use the hoist.
- Let SNAAP know as soon as becoming aware of any defect(s) in the product
- Not use the hoist whilst under the influence of alcohol, drugs or medication likely to affect ability to operate the equipment safely.
- Use, store, and charge the hoist in line with advice given, and the advice contained within the Equipment Care Guide and manufacturers User Manual. (check we have these docs)
- Not repair or attempt to repair the hoist unless authorised to do so in writing by SNAAP.
- Be responsible for the hoist left in accommodation and should ensure it is left in a safe place.
- Provide your own sling that is compatible with the hoist

6. SNAAP responsibilities

SNAAP can only be accountable for any maintenance problems if notified by The Hirer. Continued use by The Hirer once notification has been made will be the total responsibility of The Hirer. The Hirer accepts all liability in this instance.

7. Loss or Damage to the Hoist and Indemnity Insurance

The User accepts all risks of loss or damage to the hoist from any cause, and agrees to return it to SNAAP in the condition received, with the exception of normal wear and tear. SNAAP will determine normal wear and tear. All determinations made by SNAAP are final.

If the hoist is damaged, SNAAP shall have the option of requiring The User to repair the hoist to a state of good working order, or replace the hoist, which shall become the property of SNAAP.

If the hoist are lost or stolen, the User shall be liable to pay SNAAP for the cost to replace it.

If the hoist is returned unfit for re-hire, and this affects any future bookings, the User shall pay to hire a hoist from another company to ensure all future hire agreements are met whilst the hoist is repaired.

8. Public Liability Insurance

SNAAP do not accept liability for accidents or damage caused by misuse of the hoist resulting from non-compliance with User Responsibilities of the User's Terms and Conditions.

SNAAP hold Public Liability insurance for hire of the hoist in the UK.

Outside of the UK, public liability insurance is the responsibility of the Hirer.