

# HIRE AGREEMENT

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## HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This is a rental agreement made between us, Medela UK Limited having our registered office at Huntsman Drive, Northbank Industrial Park, Irlam, Manchester, M44 5EG and registered in England under no 4800758 and you, [ ] of [ ] [and you [ ], (name of second customer, if any) of [ ].

### Key Financial Information

Description of Goods: Symphony Breastpump/Lactina Breastpump

Model: [ ]

Serial No: [ ]

Payments (inclusive of VAT at 17.5 %): £65 initial payment

The initial payment is followed by consecutive 30 day rentals each of £40 commencing 14 days after delivery ("Monthly Payment"). Each Monthly Payment will become payable unless the goods are returned to the premises from which they were obtained before the start of the 30 day period, and if they are not so returned payment will fall due in its entirety on the first day of each 30 day rental period.

### Other Payments

The cost of replacing lost or damaged Goods is £1,250 for the Symphony Breastpump

The cost of replacing lost or damaged Goods is £550.00 for the Lactina Breastpump

Minimum Period of Hire: 14 days

### Key Information

#### Missing Payments

Missing payments could have severe consequences and make obtaining credit more difficult.

See overleaf for terms and condition

### IMPORTANT--READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 the ("Act") lays down certain requirements for your protection which should have been complied with when the agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order.

The Act also gives you a number of rights. You can end this agreement by writing to or telephoning the person you make your payments to and giving at least [one day's] notice provided that such notice must expire on the day upon which the next Monthly Payment is due. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature(s) of Hirer(s)

Date(s) of signature(s)

Under this agreement the goods do not become your property and you must not sell them.

### YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to Medela UK Limited at Huntsman Drive, Northbank Industrial Park, Irlam, Manchester, M44 5EG or alternatively contacting Medela UK Limited by telephoning 08709505994. You have 14 DAYS starting with the day after you received your copy of the executed agreement. You can use the form provided. [If you cancel this agreement, any money you have paid, goods given in part exchange (or their value) and property given as security must be returned to you]

You will not have to make any further payment. If you have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive written request. If you wish, however, you may return the goods yourself.

[ ] (Signature for and on behalf of Medela UK Limited) on the day of [ ] which is the date of this agreement

### TERMS AND CONDITIONS

#### 1. Letting

We are letting and you are taking on hire the [Breastpump] together with any accessories described above ("Goods") upon the terms and conditions set out in this agreement including those set out above. [Where there are two or more of you, each of you is separately responsible for performing both your own obligations and those of your co-signatories under this agreement.]

#### 2. Delivery

We will deliver the Goods to your address set out on the front page of this agreement and you must be available to take personal delivery of the Goods.

#### 3. Your Obligations

You Will:

##### 3.1 Pay Rentals

Pay to us without previous demand the Rentals specified above by credit card.

##### 3.2 Not to break seals

Not interfere with the Goods or break any seals affixed to them nor tamper with any part of the Goods, nor allow anyone except our representative to do any of these things

### **3.3 Use and Location**

Use the Goods only in accordance with the manufacturer's and any other instructions supplied by us, and will keep them in your possession at the delivery address shown above, and not move them from that address without first obtaining our written consent

### **3.4 Inspection etc**

Permit our representative access to the delivery address at all reasonable times for the purpose of inspecting, repairing or removing the Goods.

### **3.5 Loss or damage**

Be responsible for, and indemnify us against, loss of or damage to the Goods whilst in your possession howsoever caused and notify us immediately of any such loss or damage

### **3.6 Prohibition against sale etc**

Not sell, underlet or dispose of the Goods, nor allow them to be seized in satisfaction of your debts or for any other legal process, and will indemnify us against all losses, costs, claims, damage and expenses howsoever occasioned by your breach.

## **4 Maintenance**

So long as you observe the terms and conditions of this agreement, we shall maintain the Goods in good repair and working condition, and for this purpose we shall be at liberty to remove the Goods or any part of them for such length of time as may be necessary and to replace them with equipment of similar (but not necessarily identical) type which shall be held by you on these terms and conditions. Unless we agree otherwise in writing, you will not be entitled to any abatement or refund of Rental between the dates of removal and replacement or substitution

## **5 Consequential Damage etc**

We accept no responsibility for consequential loss or damage howsoever arising from the letting evidenced by this agreement unless it arises from our negligent act or default. We accept no responsibility for any loss or damage to any material or other equipment used on or with the Goods

## **6 Breach**

Should you fail to make payment of any Rental when due, or commit any other breach of this agreement, or suffer a petition for a bankruptcy order to be presented, or call any meeting of your creditors, or execute any assignment for their benefit, we may, after due notice, terminate this agreement and you will no longer be in possession of the Goods with our consent

## **7 Non-default termination**

Notwithstanding anything contained in this agreement we may, after due notice, terminate this agreement if you have made any misrepresentation to us, whether or not recorded above, or if you move or propose to move to an address outside our service area, or if we decide within our absolute discretion that the Goods can no longer be efficiently serviced or maintained

## **8 Cancellation**

If you cancel the agreement during the 14 day cancellation period, we will be permitted to charge you for those services which have already been incurred by us such as the delivery fee which is included in the initial payment and we reserve the right to charge you on a daily basis if we believe that you have been using the Goods prior to the return of them to us

## **9 Termination by you**

This agreement will continue and we will continue to take rental payments from you until this agreement is terminated by you or us. You have the right to terminate this agreement by notice by giving at least one day's notice provided that such notice expires on the day upon which the next

Monthly Payment is due. Notice is given under this clause by either telephoning us on 08709505994 or by writing to us at Medela UK, Ltd, Huntsman Drive, Irlam, Manchester, M44 5EG

**10 Return of Goods**

Upon termination of this agreement you will surrender up the Goods to us in good condition (fair wear and tear excepted) and pay us all amounts due but unpaid up to the date of termination.

Upon termination we will collect the Goods from the address given on this agreement

**11 Assignment**

We shall be entitled at any time to assign the benefit of this agreement provided that this does not detrimentally affect your rights under it. You may not transfer your obligations under this agreement

**12 Joint Hirers**

Where you are more than one, each of you is separately responsible for performance of this agreement

**13 Data Protection**

13.1 Before or after you enter into any agreement with us, we may search the files of credit reference agencies, who will keep a record of our enquiries which will be seen by other organisations making searches. If you are a company or partnership, this search may be made in respect of any of your directors or partners. We may disclose to such agencies details about you and your conduct (including default in payment) under any agreement between you and us. You should be aware that credit reference agencies may keep a record of the checks they carry out and make them available for use by banks and financial institutions, credit grantors or lenders

13.2 Details about you and your payment record under this agreement will be used to help make credit, credit related and insurance related decisions about you and members of your household and occasionally for fraud prevention or to trace debtors. You can contact us for details of the credit reference agencies used by us. You have a legal right to these details and can receive a copy of the information held about you on payment of a fee.

13.3 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially and other members of your household. We may give information about you and your payment record under this agreement to credit reference agencies, debt collecting agents and any proposed assignee, transferee or chargee of this agreement or of our interest in this agreement, their insurers or advisers. We may use a credit scoring or other automated decision-making system. We may monitor and record telephone calls for the purpose of security and training

13.4 We may hold data on our computers or in any other way, and use it for the following purposes:

13.4.1 Searching files of credit reference agencies to help make credit decisions on you;

13.4.2 Using automated methods to access your creditworthiness;

13.4.3 Assessment and Analysis of our services

13.4.4 Marketing (including direct marketing);

13.4.5 To help prevent fraud, trace debtors and recover our property;

**13.5 We may disclose your data to:**

**13.5.1 Our agents and service providers;**

**13.5.2 Our group companies;**

**13.5.3 Anyone to whom we have transferred or propose to transfer any of our rights under any agreement between us and you;**

**13.5.4 Other carefully selected third parties**

**13.6 By law you are entitled, upon payment of a fee, to a copy of data, and to rectification of any incorrect data held about you. If you want details of those credit reference agencies from whom we obtain, and to whom we pass information about you, please telephone us on the number at the foot of the opposite page. You have a legal right to these details.**

**If you do not wish to be contacted by third parties, you should tick this box**

**If you do not wish to receive details from us of products which may be of interest to you, you should tick this box**

**This means that we will not be able to notify you of special offers. You may write to us at any time at the address stated in the Agreement and request that no such details are sent to you.**

## CANCELLATION FORM

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT).

TO:  
Medela UK Limited  
Huntsman Drive,  
Northbank Industrial Park,  
Irlam,  
Manchester,  
M44 5EG

I/We\* hereby give notice that I/we\* wish to cancel agreement ref ...\*\*

Signed:

Date:

Name:

Address:

\* Delete as appropriate

\*\* Medela UK Limited to insert details

If you cancel the agreement during the 14 day cancellation period, we will be permitted to charge you for those services which have already been incurred by us such as the delivery fee which is included in the initial payment and we reserve the right to charge you on a daily basis if we believe that you have been using the Goods prior to the return of them to us