**Mobility Hire Kos - Booking Conditions (last updated 10th February 2019)**
**1. Definitions used in this agreement**
The Hirer : the person, firm, company or other organisation hiring equipment as stipulated on the MHK booking confirmation, in hard or soft copy format, or such other similar document; The User: Any person authorised to use equipment by the Hirer; MHK: Mobility Hire Kos - The Supplier;
In these conditions the following words have the following meanings:
"Contract" MHK Booking Confirmation hard or soft copy format, or such other similar document which incorporates these conditions and made between the Hirer and Supplier for the hire of Hire Goods;
"Hire Goods" Any equipment together with any accessories specified in a Contract which are hired to the Hirer; "Rental Period" As defined by Section 2

**2. Rental Period**
1.       If Hire Goods are going to a hotel or rented property, The Hirer must specify date and time of arrival and departure at time of booking. The Supplier will advise The Hirer of the expected delivery time for the Hire Goods. Arrival and departure times are taken as a guide for the driver only. The Supplier will collect the Hire Goods before the departure time specified. The Rental Period is defined by the delivery and collection times of the Supplier. Hire Goods delivered to private properties are delivered at a time agreed between the Hirer and  the Supplier. Arrival and Departure times do not apply.
2.       Hire Goods must be made available for collection at the original delivery address, unless the Hirer has previously requested a change of address, which The Supplier has agreed in writing.
3.       If the Supplier is unable to collect/deliver the Hire Goods within the advised time slot the Hirer is responsible for the Hire Goods left in accommodation on their departure and should ensure that Hire Goods are left in a safe place. Please refer to User's Responsibilities in Section 5. If The Hirer does not wish to take responsibility for leaving Hire Goods with the accommodation for collection/arrival, they should specify arrival and departure times that allows the User to take delivery/collection directly to/from the Supplier. Please note that whilst every effort will be made to arrive close to the delivery / collection time the Supplier cannot specify an exact time for delivery/collection. Deliveries and collections will be made between 8am and 8pm. For arrivals and departures outside of these times we will deliver the following morning and collect the previous evening.
4.       If The Hirer wishes to extend the Rental Period notice must be given to allow MHK to check availability of the product for a longer period. Availability cannot be assumed and is not guaranteed.
5.       The User must return the Hire Goods on time at the conclusion of this Rental Period unless an extension has been agreed and paid for in advance.

**3. Basis of Contract**1.       If for some reason a product is not available from The Supplier, The User will be contacted within 48 hours (Mon-Fri 9am-5am UK time). The User will be offered either a full refund or an alternative supplier may be suggested. An alternative supplier may incur extra charges. If equipment is booked well in advance the chance of an item not being available is extremely unlikely. We advise our clients to book as early as possible especially at peak times such as the Christmas, Easter, and school holidays.
2.       The User shall inspect each item of Hire Goods delivered pursuant to the Contract. The User shall immediately notify MHK by telephone, email or in person of any faults. If the Hire Goods are deemed faulty by MHK  they will either arrange replacement Hire Goods or issue a refund. If the User fails to provide such notice within 1 working day after the delivery of the equipment, the Hirer will be conclusively presumed to have accepted the equipment as specified in the Contract. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.
3.       Bookings are accepted subject to availability. MHK will not be liable for any loss or liability suffered by the Hirer as a result of the Hire Goods being unavailable
4.       In the event of equipment damage or breakdown, our best endeavours will be made to repair or replace. MHK accept no liability for consequential loss.
5.     We reserve the right to refuse hire of the equipment to any person we believe to be unsuitable to hire or use the equipment.

**4. Booking / cancellation by Hirer**
Hirer shall have the right to terminate this agreement at any time. Cancellation must be made by email to info@mobilityhirekos.com or by telephone and confirmed in writing.
A Booking Reservation Fee will be required before equipment will be reserved. The cost of hire balance (after deduction of the Booking Reservation Fee paid) is required to be paid in full before taking receipt of hire goods. Please refer to the current price list.
Cancellation less than 30 days before date of travel, Cancellation Fee is loss of deposit
Cancellation more than 30 days before date of travel, Cancellation Fee is €0. The Booking Reservation Fee will be refunded to the Hirer less a €10 Administration Fee. A Security Deposit will be required from the Hirer before taking receipt of the goods hired, please refer to the current price list.

**5. Users responsibilities**
1.       Users will look after the Hire Goods (and any keys, charging equipment, and User Manual).
2.       Users must always lock and remove any keys from the Hire Goods if applicable when not using it.
3.       Users will protect the Hire Goods against wet weather and direct sunlight which may cause damage.
4.       Users will not load the Hire Goods beyond the manufacturers maximum weight recommendations.
5.       Users will not use the Hire Goods or allow it to be used on unsuitable terrain or gradients.
6.       Users will not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them.
7.       Users will not sell, rent or dispose of the Hire Goods or any of its parts.
8.       Users will not allow unauthorised persons to use the Hire Goods.
9.       Users must let MHK know as soon as becoming aware of any defect(s) in the product
10.   Users will not use the Hire Goods whilst under the influence of alcohol, drugs or medication likely to affect ability to operate the equipment safely.
11.   Users will use, store, and charge the Hire Goods in line with advice given, and the advice contained within the Equipment Care Guide HELP SHEET
12.   MHK is not responsible for loss or damage to property left in or on the product.
13.   The User must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by MHK.

14.   The User is responsible for using the Hire Goods with caution as is required and appropriate for the purpose of the Hire Goods.
15.   The User is responsible for the Hire Goods left in accommodation on their departure and should ensure that Hire Goods are left in a safe place.
16.   It is The Users responsibility to ensure the Delivery Address (for example Hotel/Apartment/Villa) accept Mobility Equipment on their premises.

**6. MHK responsibilities**
MHK 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. Conditions for using the product**
Hirer or any authorised user must not:
1.       Use the product for hire or reward, unless agreed at time of booking.
2.       Use the product for any illegal purpose.
3.       Use the product for a purpose for which it was not designed
4.       Use the product following notifications of a defect with the product requiring a service call, until such times as MHK visit and effect repairs.

**8. Loss or Damage to the Hire Goods and Indemnity Insurance**
1.       The User accepts all risks of loss or damage to the equipment from any cause, and agrees to return it to the Supplier in the condition received from the Supplier, with the exception of normal wear and tear. The Supplier or their appointed agent will determine normal wear and tear. All determinations made by the Supplier are final.
2.       If the equipment is damaged, The Supplier shall have the option of requiring The User to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Supplier.
3.       If the Hire Goods are lost or stolen, the User shall be liable to pay The Supplier for the cost to replace the Hire Products as agreed by The Supplier.
4.       If the Hire Goods are returned unfit for rehire subject to clause 8.1, 8.2 or 8.3, The User shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the rental that would have applied for such Hire Goods for the period until such repairs have been completed. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible.

**9. Public Liability Insurance**
1.       MHK do not accept liability for accidents or damage caused by misuse of the Hire Goods resulting in non-compliance with User Responsibilities of the User's Terms and Conditions.
2.       MHK hold Public Liability insurance for all Hire Goods delivered within Greece.
3.       Where the company has Insurance that indemnifies itself from any claim made against itself whilst the rental item is in possession of the customer, it is the customers obligation to seek their own Insurance cover to protect themselves against claims made against them for the period of the rental agreement.

**10. Product Description**
Mobility Hire Kos’s product descriptions/images are accurate at time of publication. We do our absolute best to ensure that the product you receive matches the description/image on the website. Occasionally delivered products vary and the product description may vary from that on the website

**11. Currency**
Products are priced in Euros. Prices shown in other currencies are approximate based on the Interbank Exchange Rate on the day. Any price paid in another currency may vary slightly as MHK do not have any control over the live conversion rates or the fees of your financial institution or chosen payment method. It is recognised that hirer may not wish to leave the Security Deposit in Euros, we will accept payment in either Sterling or Euros for the Hirer’s convenience.

**12. Travel Insurance**
If The Hirer is hiring equipment abroad (not in your country it residence) we recommend taking out travel insurance. This will protect The Hirer if they has to cancel equipment or if their trip is cancelled.

**13. Complaints**
All queries or complaints should be made by sending an email to info@mobilityhirekos.com. The complaint will be investigated. Further information may be required from clients to enable the decision making process. A decision will be communicated within 10 working days, or as soon as is reasonably possible

**14. Liability**
The Hirer will indemnify MHK against any liability or breach of these conditions by The User

**15. Privacy & Personal Data**
The Hirer will indemnify MHK against any liability or breach of these conditions by The User. The Owner will use the personal information you provide: to verify the identity of the Hirer / User; to contact the Hirer / User by post, email, telephone and Facebook with information. The Owner implements a variety of security measures to maintain the safety of your personal information when you make an enquiry or booking. We use up to date Firewalls and antivirus software to ensure your information is safe. Credit card / bank account / payment information is not stored on our computers. MHK / Owner do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. MHK may also release your information when they believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others’ rights, property, or safety

**16. Governing law**
The contract between MHK and the Hirer is made on the terms of these Booking Conditions, which are governed by Greek law, and both parties shall submit to the jurisdiction of the Greek courts