



Terms of Agreement



1) Hire of the goods

We agree to hire to you, and you agree to take on hire, the goods for the period (subject to clause 12) from the date of this agreement until the expiry of the period of the notice under clause 11.

2) Payment by you

a) You must pay the advance rental shown over the page when, or before, you sign this agreement.

b) You agree to pay us the monthly rentals in the amounts and at the times shown over the page.

c) It is essential that you make all payments in full and on time. If you pay by post, you will be responsible for any payment lost in the post

3) Change of address

If you move, you must inform us beforehand. You may not move any of our goods from the delivery address without prior written permission from us.

4) Where the goods are to be kept

You must keep the goods safely at your address shown over the page. You may not move them elsewhere without first getting our permission in writing. Be aware, that our machines are data-tagged

5) Caring for the goods

You must use the goods carefully and properly. Apart from any arrangements for maintenance under clause 8, you must keep the goods in good working order and condition at your expense. User adjustments must be carried out by you (eg seat and handlebar heights) and you must replace batteries at your expense. You may not tamper with the internal working parts of the goods.

6) Ownership of the goods

The goods will be our property at all times, and you must not sell or dispose of them

7) Insuring the goods

You must insure the goods and keep them insured with a reputable insurer against any and all loss of, or damage to, the goods (however it is caused).

8) Maintenance

Under this agreement we maintain the goods, you must tell us when any maintenance is needed. We, or our authorised representative, will then carry this out. If we decide that the goods are no longer worth repairing we may either:

a) replace the goods with other goods as similar as possible to the original(s); or

b) end this agreement by giving you seven days' notice in writing.

If we end this agreement under (b) above, you must let us collect the goods. We will repay you any rentals you have already paid and which relate to the period after this agreement has ended. This clause will not affect your legal rights, which you can find out about by contacting your nearest Citizens' Advice Bureau.

9) Licences

If the goods need a licence by law, you must keep them licensed at all times. You must, when we ask, make the licence or payment receipt available for us to inspect.

10) Default interest and other enforcement rights

a) If you fail to pay us any amount you owe us under this agreement by the date it is due, we may charge interest on that amount until you pay it. We will charge interest at the daily rate of 10% above the rate set at any time by the Finance and Leasing Association as the finance house base rate. We may charge this interest even after we have received a court judgment against you until payment is made.

b) You agree to pay us any charges or costs shown in 'Key Information' over the page which may become payable by you, including our reasonable legal costs for enforcing this agreement.

11) Right to end the agreement

You or we may end this agreement by giving the other seven days notice prior to the last day of the period of hire. We hire in monthly periods only, unless previously agreed. Notice must be given by telephone, e-mail or in writing. We do not guarantee that messages left on voicemail, text or email other than received directly by, and acknowledge by, an employee of Homegym UK will be received. You must then return the goods to us or make them available for us to collect.

12) Our further right to end the agreement

We will assume that you refuse to comply with the terms and conditions of this agreement, and we will be entitled to end this agreement and take back the goods after giving you a 'default notice', if:

a) you break any of clauses 2,6 or 7 of this agreement or commit any other material breach of your obligations under this agreement;

b) you provided false information to enter into this agreement;

c) the goods are destroyed or treated as a total loss under any insurance claim;

d) you are a business and you stop trading, or you are a partnership and the partnership is ended or court action has begun to end it;

12) cont.

e) you have done something which would allow any of your belongings, property, income or savings to be legally removed to pay off any of your debts;

f) any of the following happens:

A statutory demand (that is, a written demand for paying a debt of at least £750, which, if not paid in full, may result in bankruptcy proceedings being brought against you) is not paid for 21 days, or any steps are taken by you or anyone else to declare you bankrupt.

You take steps to enter into any arrangement or debt management plan with your creditors.

A bailiff or other officer controls or seizes the goods or any of your goods following a court order.

The landlord of the premises where the goods are situated threatens, or takes steps, to seize or in any other way control the goods or any of your goods.

13) Your liability if we end the agreement

a) If you terminate this agreement under clause 11, you must pay us all rentals due up to the date this agreement ends.

b) If we end this agreement under clause 12 before the end of the minimum period of hire, you must pay us all rentals due up to the date this agreement ends: plus the total of the remaining rentals which would have become due up to the end of the minimum period of hire had we not ended this agreement; less any rentals we may receive by reletting the goods for the remainder of the minimum period of hire, and less any other deduction we may consider reasonable.

14) Varying the rentals

If there is a change in the VAT rate, we will be entitled to vary the rentals you owe us, giving you at least one month's notice, in writing, of any varied rentals.

15) General conditions

a) 'Goods' means the goods described over the page and includes any replacements, renewals and additions we or any insurers have agreed to.

b) References to any Act or regulation includes any amendments to that Act or regulation.

c) If at any time we allow you to do something which is against any of the terms and conditions of this agreement, this will not prevent us from insisting that you strictly follow the terms and conditions at any later time.

d) If two or more of you have signed this agreement as the Hirer, you are liable jointly and separately under this agreement. This means that either of you can be held fully responsible for the responsibilities of the Hirer under this agreement.

e) We may transfer our rights and responsibilities under this agreement to another person.

This will not take away any of your rights or responsibilities under this agreement. You may not transfer any of your rights or responsibilities under this agreement to another person.

f) A notice or document under this agreement may be given or served by delivery, post or facsimile: (i) on you at your address stated in this agreement or your last known address; (ii) on us at our address stated in this agreement or other address notified by us to you. A notice or document sent by first-class post shall be taken to have been received 48 hours after posting.

g) English law will apply to this agreement. If you entered into this agreement in Scotland, words that are not in current use in Scotland will have their nearest equivalent meanings.

16) When this agreement comes into force

This agreement will only come into force when we or our authorised representative have signed it. 17) Rights of other people

Nothing in this agreement will give any person, other than you or us (or anyone who takes over from us or any person we have transferred our rights to under this agreement), any rights under this agreement.

18) a) The weight of the heaviest user must be agreed upon, and adhered for the duration of the hire. b) Homegym UK staff are not qualified fitness instructors; you will only be instructed on how to use the machine and your usage is at your own risk. c) Homegym UK do not manufacture equipment and cannot be held responsible for accidents or injuries caused by its use (except where provided for by statute). d) Homegym UK equipment is not to be used by anybody under the age of 16, unless agreed by Homegym UK with the Parent/guardian accepting full responsibility. e) Homegym UK recommend that all its clients consult a doctor before commencing a physical training programme. f) Homegym UK cannot be held responsible for accidental damage caused to your home whilst delivering and collecting a machine, although every effort will be made to avoid such damage. g) All warranties and implied terms concerning the goods supplied and any costs, losses, damages, or injury suffered by you are excluded to the maximum extent permitted by law. h) Save in the case of death or personal injury caused by our negligence, our maximum liability to you shall not exceed the sum received from you for the hire of the equipment.

Use of your information

In considering whether to enter into this agreement we will search your record at credit reference agencies. They will add, to their record about you, details of our search and your application and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and those with whom you are financially linked.

We may use a credit scoring or other automated decision making system.

We will also add to your record with the credit reference agencies of your agreement with us, any payments you make under it and any default or failure to keep its terms. These records will be shared with other organisations and may be used and searched by us and them to:

• Consider applications for credit and credit related services, such as insurance, for you and any associated person

• Trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your account(s)

It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded.

Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals or claims for you and members of your household.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes. If we transfer, charge or assign your agreement to a third party or if we employ a third party to manage any aspect of your account, we will pass relevant information about you to them.

Please telephone or write to us at the telephone number / address stated overleaf if you want to have details of the credit agencies or any other agencies from whom we obtain, and to whom we pass, information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you. A fee may be payable.

Use of associated records

Before entering into this agreement we may search records at credit reference agencies, which may be linked to your spouse/partner, or other persons with whom you are linked financially. For the purposes of any application of this agreement you may be treated as financially linked and you will be assessed with reference to "associated records".

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result an "association" will be created which will link your financial records and your associate's information may be taken into account when a future search by us or another lender unless you file a "disassociation" at the credit reference agency.