

Terms and Conditions relating to equipment hire from 24-7 Healthcare

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THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

1. General

1.1 All quotes are made and all orders are accepted by the company subject to the following conditions.

1.2 Quotes are available for acceptance for 30 days from the date of quote and may be withdrawn by the company within that period at any time by written or oral notice.

1.3 These terms apply unless we have agreed different terms with you in writing. Where you hire under a framework agreement, contract or purchase order whose terms conflict with these terms, those terms take precedence.

1.4 Cancellation of a hire order is dealt with in our Terms and Conditions of Cancellations, available on our website.

2. Definitions

2.1 References to “the company” in this document are to Saadia Ltd, trading as 24-7 Healthcare.

2.2 “Hirer” and “customer” mean the person or organisation hiring the goods.

3. Hire period

3.1 Where the hirer is an individual, hire is for a fixed period not exceeding three months. There is no right of renewal, and the agreement does not continue automatically beyond the agreed period.

3.2 Where an individual wishes to continue hiring beyond the agreed period, a new agreement must be entered into at that time. We will discuss whether purchase is more suitable, as it is usually more economical over longer periods.

3.3 Hires to organisations, including local authorities and companies, are for the period agreed in the order.

4. Delivery and collection

4.1 The company will endeavour to deliver the goods as arranged with the customer. Delivery dates are given as accurately as possible but cannot be guaranteed. Where we are unable to deliver on the arranged date, nothing in these terms removes or limits your statutory rights, including any right to cancel or to a remedy under the Consumer Rights Act 2015. We will contact you to arrange an alternative date.

4.2 Alterations to the order by the customer may result in a delay of delivery.

4.3 The company will endeavour to comply with reasonable requests for postponement of delivery but is under no obligation to do so. Where storage is required, it is charged at £50 per day, beginning on the date we notify you that the goods are ready and you are unable to accept delivery. We do not store goods for longer than seven days and will contact you before that period ends. This is the same rate as set out in our Terms and Conditions of Cancellations.

4.4 The customer must ensure the company has adequate access to the point of delivery and all other facilities and services necessary to enable delivery.

4.5 The customer must ensure that, if the goods are being collected by the company, the equipment is kept secure and safe until collected.

4.6 In the case of pickups by a third party such as a courier, the equipment must be packaged properly and sealed back into its original packaging. If goods are found unboxed or in a condition that does not allow safe transportation, we may charge a re-packaging fee together with any other costs we actually incur in recovering the goods. We will quote the fee and itemise any other costs before charging them.

5. Reservations

5.1 Where products are reserved to guarantee availability, a charge of £25.00 is payable at the time of reservation.

5.2 Should the customer decide the goods are no longer required, the £25 reservation fee is retained to cover the administrative cost of processing and holding the reservation, being order processing, stock allocation and related administration.

5.3 Where the hire proceeds, the fee is applied towards your hire charges.

5.4 If the goods are not available even though reserved, the reservation fee is returned to the customer.

6. Cancellation and return of goods

6.1 If you wish to cancel, please tell us by any clear statement. You may do this by post, email or telephone. We may ask you to confirm a telephone cancellation in writing so that we both have a record, but a cancellation is valid however it is communicated.

6.2 Your cancellation rights and any charges that apply are set out in our Terms and Conditions of Cancellations.

6.3 The customer is not entitled to the return of goods supplied for any reason other than under section 9, under our Terms and Conditions of Cancellations, or in accordance with the customer's statutory rights.

6.4 Should the duration of hire be shortened at the hirer's request, discounts offered on delivery and collection may be revoked and the product tariff altered in accordance with the actual duration of the hire. We will tell you the revised tariff before it is applied.

7. Title, deposits and payment

7.1 All goods hired remain the property of 24-7 Healthcare at all times.

7.2 If payment or part payment is overdue, we may arrange collection of our property and exercise any legal rights available to us.

7.3 All goods hired are subject to a deposit, payable before the start date of the hire. The deposit covers loss of, or damage to, the product while in the possession of the customer.

7.4 Both parties must agree any assessed damage and its repair cost before any deduction is taken from the deposit.

7.5 The deposit is refunded within 14 days of the product being returned and checked, provided no damage has occurred. Where rental, delivery or collection payments remain outstanding at the end of the hire, they are deducted from the deposit together with administration costs actually incurred, itemised.

7.6 If any alteration to the specification of the goods ordered is requested by the customer and agreed by the company, an appropriate alteration in the price may be made.

7.7 We may propose an increase to the rental charges in writing. Any such increase takes effect only upon the written agreement of both parties.

7.8 The hirer must provide a valid credit or debit card at the time of hiring. Where the hirer wishes to pay by standing order, they have two weeks from the start date of hire to set this up. If it is not set up within that period, payments including amounts owing will be taken from the card held.

8. Dimensions and technical data

8.1 The company may alter or change the specification of the goods supplied within reasonable limits without notice, provided the goods remain of equivalent specification and suitability.

8.2 All figures, speeds, capacities and other technical information are based on trials under test conditions and are for general guidance only.

8.3 The company may warrant exact specifications if requested, but to be valid such warranty must be agreed in advance and recorded in the letter of confirmation.

9. Repair and replacement

9.1 The conditions set out below do not affect your statutory rights. If you wish to have the benefit of the company's repair and replacement policy, please follow the provisions set out below.

9.2 In the event of a defect in the goods becoming apparent within the hire period, the company or an authorised repairer will carry out any necessary repair, or arrange product replacement, as soon as possible.

9.3 Nothing in these terms excludes or limits our liability for breach of our statutory obligations, or for death or personal injury caused by our negligence, or for fraud. Subject to this, we are not liable for indirect or consequential losses during the repair or replacement period.

9.4 The arrangements for repair, replacement and service, and the designated repairer, will be notified to the customer and confirmed at any time on request.

9.5 On a defect occurring during the hire period the customer must notify us or the designated repairer as soon as possible, giving full information as to the problem. No use should be made of the goods, and no alterations or unauthorised repairs should be made, before inspection by the designated repairer.

9.6 If the customer is operating the goods away from the locality of the designated repairer, the customer should contact the company to obtain the name and address of another authorised repairer.

9.7 Our repair and replacement policy covers defects in materials and workmanship. It does not cover repair or replacement required as a direct result of: (a) the goods not being maintained in accordance with the manufacturer's recommendations; (b) accidental damage, misuse or neglect; (c) unauthorised alteration from the manufacturer's specification; or (d) wear, depletion or normal degradation of consumables, batteries and wear-and-tear parts. Where such an item fails because of a manufacturing defect rather than through normal use, it is covered. In cases falling outside this policy the cost of repair or replacement is charged to the hirer, quoted in advance.

9.8 Where repairs have been attempted by anyone other than the company or an authorised repairer before we were notified, this affects our repair and replacement policy only to the extent that the unauthorised work caused the fault. This does not affect your statutory rights.

9.9 If we are called out to a reported problem and no fault is found, a call-out charge of £120 applies, including the first hour on site, with additional time charged at £45 per hour. No charge is made where a fault is found, even if more than one visit was needed to identify it. We will tell you that this charge may apply before a visit is arranged.

9.10 Where the hired equipment has been taken outside mainland United Kingdom, the company is not able to offer an on-site repair.

10. Insurance and responsible use

10.1 Where the company holds insurance indemnifying itself against claims made against it while the rental item is in the possession of the customer, it is the customer's responsibility to obtain their own insurance cover against claims made against them for the period of the hire. It is a requirement of our insurers that we have evidence of insurance from the hirer before the hire commences. We advise the hirer to obtain insurance covering loss or theft of the item while in their possession.

10.2 Nothing in these terms and conditions limits or excludes our liability for death or personal injury caused by our negligence, or for fraud.

10.3 Subject to 10.2, you agree to use the hired equipment responsibly and, in the case of mobility scooters, powerchairs, wheelchairs or similar devices, to be the sole person driving or controlling the equipment and to be responsible for anyone who sits on, stands on or rides the equipment with or without your consent. This does not affect your statutory rights.

11. Force majeure

11.1 Neither party is liable for any delay, loss or damage caused wholly or partly by act of God, government restriction, condition or control, by reason of any act done pursuant to a trade dispute, or by reason of any other act, matter or thing beyond its reasonable control.

12. Complaints

12.1 If you are unhappy with any aspect of your hire, please contact us at Saadia Ltd trading as 24-7 Healthcare, Unit 7 Firmdale Village, Ryan Drive, Brentford TW8 9ZB. Telephone: 0208 577 2789. Email: admin@24-7healthcare.co.uk. We will acknowledge your complaint within 1 working day and aim to resolve it within 14 working days.

Saadia Ltd, trading as 24-7 Healthcare. Registered in the United Kingdom, company number 5549717. Registered office: 19 Victoria Terrace, Hove, East Sussex BN3 2WB. VAT number 872 0580 25. Correspondence address: Unit 7 Firmdale Village, Ryan Drive, Brentford TW8 9ZB. Tel: 0208 577 2789.