**LINCSQUAD YOUTH ACADEMY - TRI SUIT HIRE AGREEMENT**

This Agreement is dated: ­­­­­­\_\_\_\_/\_\_\_\_\_/­­\_\_\_\_\_\_

PARTIES:

(1) Lincsquad Youth Academy (“LYA”)

(2) Hirer Details (the “Hirer”)

|  |  |
| --- | --- |
| Equipment to be used by |  |
| Lincsquad Club Member | Yes / No delete as appropriate | Membership No. **LQC** |
| Full Name of Hirer |  |
| Address |  |
| Postcode |  |
| Contact number |  |

# TERMS AND CONDITIONS

## Interpretation

* 1. The definitions and rules of interpretations in this clause apply to this Agreement.

**Commencement Date**: the date of this Agreement

**Hire Charge:** £20 per season (April to Sept inclusive) or £5 per event

**Deposit**: the difference from the hire charge and £65; the cost of a replacement suit.

**Tri Suit Hire Details**

|  |  |
| --- | --- |
| Tri Suit Size |  XXS XS S tick as appropriate |
| Notable Marks/ Defects prior to hire |  |
| Collection Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_ | Return Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_ |
| Period of Hire and Charge | Season £20 Event £5 event date \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_ |
| Hire Deposit | £65 *minus* Hire Charge = [ £ ] |
| Monies Received on behalf of LYA: | Name Sign Date\_\_\_\_/\_\_\_\_/\_\_\_\_\_\_ |

**Hire Period**: the period of hire as set out in clause 3

* 1. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
	2. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
	3. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
	4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
	5. A reference to **writing** or **written** includes faxes and e-mail.
	6. References to clauses and schedules are to the clauses and schedules of this Agreement.
	7. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## Equipment Hire

* 1. LYA shall hire the Tri Suit to the Hirer subject to the terms and conditions of this Agreement.
	2. LYA shall not, other than in the exercise of its rights under this Agreement or applicable law interfere with the Hirer’s quiet possession of the Tri Suit.
	3. Any Tri Suit hired is the direct responsibility of the Hirer while it is in their possession, and LYA shall have no liability whatsoever whether in contract, tort, negligence or otherwise and howsoever arising in respect of the use and/or storage of the Tri Suit whilst the Hirer is in possession of it save where any damage or fault to or with the Tri Suit is due directly to the negligence of LYA.
	4. All hired equipment is accepted as clean and in excellent condition as at the Commencement Date.

## Hire Period

* 1. The Hire Period starts on the Collection Date and shall continue until the defined Return Date unless and until this Agreement is terminated or extended in accordance with its terms.

## Extension of Hire Period

* 1. The Hirer will give LYA at least two (2) weeks notice before the end of the Hire Period if they wish to extend the hire period, and for the avoidance of doubt, LYA is under no obligation to grant any particular length of extension or any extension at all.
	2. All requests to extend the Hire Period will be considered at LYA sole discretion on an individual basis taking into account whether there is a waiting list for the Tri Suit (among other considerations).

## Deposit

* 1. The Deposit is a deposit against default by the Hirer of payment or any loss or damage caused to the Equipment or refusal by the Hirer to undertake maintenance in accordance with clause 8.4 below. The Hirer shall, on the date of this Agreement, pay a deposit up to the full replacement value of the Tri Suit (£65) to LYA by cash as security. If the Hirer fails to meet its obligations under this Agreement then LYA will be entitled to apply the Deposit against such default.
	2. The Deposit or balance thereof shall be refundable within 7 days of the end of the Hire Period.
	3. The hirer will provide the Deposit as security. This will be deducted from if the clothing is returned in a condition which requires LYA to undertake repair or maintenance (which is beyond normal wear and tear) before hiring it out again, or of the Hirer fails to comply with clause 5.1.
	4. The Deposit will be returned at its full value if the terms and conditions of hire are complied with throughout the Hire Period. It will not be returned if the clothing is returned to LYA after the agreed hire period or there is a fundamental breach of these terms and conditions.

## Delivery

* 1. The Hirer will collect the Tri Suit from a location on a date and time to be agreed between the parties. Title and risk shall transfer in accordance with Clause 7 of this Agreement.

## Title, Risk and Insurance

* 1. The Tri Suit shall at all times remain the property of the LYA, and the Hirer shall have no right, title or interest in or to the Tri Suit (save for the right to possession and use of the Tri Suit subject to the terms and conditions of the Agreement).
	2. The risk of loss, theft, damage or destruction of the Tri Suit shall pass to the Hirer on Delivery. The Tri Suit shall remain at the sole risk of the Hirer during the Hire Period and any further term during which the Tri Suit is in the possession, custody or control of the Hirer until such time as it is returned to LYA (the “ Risk Period”)
	3. During the Hire Period and Risk Period the Hirer shall at its own expense, obtain and maintain a cover of insurance of the Tri Suit to a value not less that its full replacement value and comprehensively against all usual risks of loss, damage or destruction, fire, theft or accident and any other such loss as required by LYA.
	4. LYA does not hold an insurance policy on the Tri Suit during the Hire Period.
	5. The Hirer shall give immediate notice to Lincsquad in the event of any loss, accident or damage to the Tri Suit or arising out of or in connection with the Hirer’s possession or use of the Tri Suit.

## Hirer’s Obligations

* 1. The Hirer agrees to take appropriate care to ensure the security of the Tri Suit during the Hire Period and Risk Period.
	2. Under no circumstances will the Hirer or any other person add to,alter, modify, adapt or interfere with any item of the Tri Suit hired under this Agreement.
	3. The Hirer must not part with control, sell or offer for sale, underlet or lend the Tri Suit
	4. The Hirer will keep and maintain the Tri Suit in a washed and clean condition, as it was on the Commencement Date (fair wear and tear only accepted), during the Hire and Risk Periods and is responsible for carrying out or arranging at their own cost, the routine washing in order to keep it in such condition.
	5. The Hirer will ensure that underwear is worn when wearing the Tri Suit.
	6. The Tri Suit cannot be used for any purpose other than taking part in a recognised race event.
	7. The Hirer will be liable for and pay any charges incurred in connection with the repair of the Tri Suit promptly.
	8. The Hirer will be charged for any damage, repairs and/or maintenance to the Tri Suit howsoever caused, which is required upon return of the Tri Suit to LYA.
	9. The Hirer agrees to pay for any costs to the Tri Suit that is beyond accepted wear and tear.
	10. The Hirer shall notify LYA immediately if the Tri Suit is stolen, lost or damaged in any way.
	11. The Hirer shall not take any equipment out of Great Britain without the prior written authorisation of LYA.
	12. At all times keep the Tri Suit in the possession and control of the Hirer
	13. The Hirer acknowledges that LYA shall not be responsible for any loss of or damage to the Tri Suit arising out of or in connection with any negligence, misuse, mishandling of the Tri Suit or otherwise caused by the Hirer.

## Liability

* 1. Either party’s total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the cost of the Tri Suit hired plus the Deposit.
	2. Nothing in this Agreement shall limit or exclude either party’s liability for death or personal injury resulting from negligence.

## Termination

* 1. If the Hirer materially breaches these terms and conditions, LYA may terminate the Hire Period with immediate effect and the Hirer will no longer have the right to possession of the Tri Suit.
	2. In the event of Termination the Hirer must return the Tri Suit to LYA in a clean condition within five (5) days of termination.
	3. Provided the Tri Suit is in a clean condition (and the Agreement has not been terminated by reason of material breach) the Hirer shall receive their deposit back, in accordance with Clause 5 of this Agreement.

## Force Majeure

* 1. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 10 (ten) days’ notice to other party.

## Entire Agreement

* 1. This Agreement constitutes the whole Agreement between the parties and supersedes all previous Agreements between the parties relating to its subject matter.
	2. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
	3. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
	4. No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

## Rights of Third Parties

* 1. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
	2. The rights of the parties to terminate rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

## Notices

* 1. Any Notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid post or recorded delivery or by commercial courier, to each party required to receive the notice or communication.

## Governing Law

* 1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law.
	2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter. This Agreement has been entered into on the date stated at the beginning of it.

**Signed by:**

For and on behalf of LYA

**Hirer Signature:**

I have read and accept the terms of this letter.

Signed ……………………………………….. Hirer

Date ………………………………………..]

1 copy to be retained by LYA Treasurer

1 copy to be given to the Hirer