
MITT SLEEVE & TOOL HIRE AGREEMENT

This Hire Agreement is dated this day of , 2020

Between:

Koalaa Ltd, of 21 Swain Street, London, England, NW8 8RZ
(The "Owner" of the "Equipment")

OF THE FIRST PART

AND

....., of
(You, The "Hirer")

OF THE SECOND PART

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to the hire of all Mitt tools, sleeves and equipment ("the Equipment") from Koalaa Ltd, trading as Koalaa, a Private Limited Company registered in England under number 12494525, whose registered & trading address is 21 Swain Street, London, England, NW8 8RZ ("the Company").
- B. where You are hiring a Mitt sleeve and / or tools as a "Consumer" as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"Business Day"	means, any day other than a Saturday, Sunday or bank holiday;
"Calendar Day"	means any day of the year;

“Consumer”	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who hires Mitt for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“Contract”	means the contract for the hire of the Mitt by You from Us, as explained in Clause 3;
“Deposit”	means the sum payable at the time of Your Order that is required to secure your Order;
“Mitt”	means a Mitt sleeve and / or tools supplied by Us and hired by You subject to these Terms and Conditions;
“Hire Period”	means the period for which You hire the Mitt on a month-by-month basis;
“Month”	means a calendar month;
“Price”	means the total price payable for the hire of the Mitt;
“Order”	means Your order for the Mitt;
“Order Confirmation”	means Our acceptance and confirmation of Your Order as described in Clause 3;
“Security Deposit”	means the sum payable under sub-Clause 7.5 to cover the non-return, loss, theft or non-accidental damage of the Mitt;
“We/Us/Our”	means Koalaa Ltd, trading as Koalaa, a Private Limited Company registered in England under number 12494525, whose registered & trading address is 21 Swain Street, London, England, NW8 8RZ; and
“You”	means you, the hirer of the Mitt.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

2. Information About Us

2.1 Koalaa Ltd, trading as Koalaa, a Private Limited Company registered in England under number 12494525, whose registered & trading address is 21 Swain Street, London, England, NW8 8RZ.

3. The Contract

- 3.1 These Terms and Conditions govern the hire of Mitt from Us and will form the basis of the Contract between Us and You. Before completing Your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of Your Order, indicated by Our Order Confirmation, and Your payment of the Deposit. Order Confirmations will be provided in writing via email once your Mitt is ready for delivery.

4. Mitt Details

- 4.1 We use all reasonable endeavours to ensure that the Mitt Sleeve and Tools are regularly maintained, cleaned, repaired, safety checked, and/or replaced as necessary.
- 4.2 We will advise You on Mitt sleeve size after receipt of deposit.
- 4.3 Mitt sleeves and tools may be made bespoke to You, thus may take up to 5 weeks to deliver.

5. Your Order and Rules of Hire

- 5.1 When making Your Order, You will be required to supply the following information:
 - 5.1.1 First and Last Name;
 - 5.1.2 Email address;
 - 5.1.3 Delivery address;
 - 5.1.4 Credit or debit card details.
 - 5.1.5 Billing address
 - 5.1.6 Size of Mitt sleeve, if appropriate
 - 5.1.7 Tool(s) requested
- 5.2 The following rules apply to Your hire and use of Mitt:
 - 5.2.1 Mitt sleeves should be washed once every 2 weeks in a washing machine at 30 degrees Centigrade.;
 - 5.2.2 Mitt sleeves should not be tumbled dried;
 - 5.2.3 Mitt tools should be hand-washed in lukewarm soapy water in a basin or sink
 - 5.2.4 Please keep the packaging to return the Mitt after the end of the Hire Period

6. Hire Period

- 6.1 The Hire Period shall be a minimum of one month and will continue on a month-by-month basis, confirmed in Your Order Confirmation.
- 6.2 The Hire Period will begin on the day we confirm your Mitt is ready for shipping, and we have received your Deposit.
- 6.3 Unless it is expressly stated otherwise, the Hire Period begins at 9am on the first day of the Hire period and ends at 11:59pm on the final day of the Hire Period.
- 6.4 On the final day of the Hire Period, the Mitt should be packaged in the original box, and shipped to the delivery address mentioned in Your Order Confirmation.

7. Fees and Payment

- 7.1 When placing Your Order, You will be required to pay a Security Deposit of £50 for every Mitt Tool hired and £150 for every Mitt Sleeve hired during the Period to secure your Order.
- 7.2 The Security Deposit will be requested once your Mitt is ready to be shipped.
- 7.3 The Price for the Mitt will be that shown in Our website (www.yourkoalaa.com) current at the time of Your Order.
- 7.4 We may, from time to time, offer special prices, discounts and other promotional offers. Any such special prices will be valid only for the period advertised. Orders placed during such a period will be accepted at the special price even if We do not accept the Order until after the period has expired.
- 7.5 The balance of the Price (i.e. the full payment) should be made when at the start of the Hire Period when the Mitt is ready for delivery. If full payment has already been made, this will count towards additional monthly hire.
- 7.6 A Security Deposit (Clause 7.1) should be paid by credit or debit card at the start of the Hire Period. We will not release any Mitt to You without the payment of the Security Deposit. The Security Deposit will be retained by Us in full or in part if any Mitt are not returned, lost, stolen or damaged in any way.
- 7.7 All Prices include VAT at 0%. If the rate of VAT changes between the date of Your Order and the date of Your payment of the Price, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Prices where We have already received payment in full from You.

8. Cancellation

- 8.1 You may cancel Your Order at any time before the start of the Hire Period subject to the following:
 - 8.1.1 For Orders cancelled more than 14 days before the start of the Hire Period, there will be no charge and Your Deposit will be refunded in full.

- 8.1.2 For Orders cancelled less than 14 days but more than 7 days before the start of the Hire Period, We will retain Your Deposit in full.
- 8.1.3 For Orders cancelled less than 24 hours before the start of the Hire Period, We will retain Your Deposit in full and charge the first month's rental.
- 8.2 We may, at Our sole discretion, reduce or waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

9. Collection, Hire and Return

- 9.1 The Hire Period begins at 9am on the date we receive the Security Deposit and the Mitt is ready to be shipped. This is the time from which the Mitt will be ready for dispatch to Your delivery address.
- 9.2 You should check the Mitt at the time of arrival. If there are any items missing or if there is any visible damage to the Mitt, You should inform Us immediately, within 48 hours of receiving the Mitt. We will use all reasonable endeavours to replace missing items or damaged Mitts.
- 9.3 We are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by Us. If You discover any damage (pre-existing) or fault with the Mitt during the Hire Period, please inform Us as soon as is reasonably possible. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, We will repair the Mitt. If We are unable to replace or repair the Mitt, or if You would prefer to reject the damaged or faulty Mitt, whether before or after a repair or replacement (if the replaced or repaired Mitt is still damaged or faulty), We will offer you a refund equal to the remaining, unused part of the Hire Period. Any refund due to You will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which We agree that You are entitled to a refund. Refunds will be made using the same payment method originally used by You unless you specifically request a different method.
- 9.4 The Hire Period ends at 11:59pm on the final day of the month once a cancellation request has been received. The Mitt should be returned within 7 days of the end of the Hire period in original packaging. Any Mitt returned late will incur an excess charge of £20 per Mitt, per day (with the first day taking effect after 9am 7 days after the end of the Hire Period.) The Mitt may be returned early, however We are unable to issue any refunds of any kind for early returns that do not fall under sub-Clause 9.3.

10. Loss and Damage

- 10.1 You are responsible for, and will be required to indemnify Us for, any loss or damage which may occur to Mitt.
- 10.2 Any charges due under this Clause 10 will firstly be taken out of Your Security Deposit. If the cost of repairing the damage or replacing the Mitt is, in Our opinion, higher than the sum of the Security Deposit, You will be required to pay any excess sum.

- 10.3 You will not be responsible for any pre-existing damage to Mitt that has already been identified under sub-Clause 9.2 at the time of delivery, or for any damage or faults that are discovered under sub-Clause 9.3
- 10.4 Each Mitt Sleeve and Mitt Tool will be charged at the full RRP stipulated on www.yourkoalaa.com at the time of report of damage.

11. Our Liability

- 11.1 We will be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.
- 11.2 In any event, Our total liability under these Terms and Conditions shall be limited to the value of the Contract between Us and You, that is, the total Price payable by You.
- 11.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your legal rights as a consumer. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please contact Us **AND/OR** contact your local Citizens Advice Bureau or Trading Standards Office..

12. Events Outside of Our Control (Force Majeure)

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 12.2.1 We will inform You as soon as is reasonably possible;
 - 12.2.2 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability as necessary;
 - 12.2.3 If the event outside of Our control continues for more than 60 days We will cancel the Contract and inform You of the cancellation in writing;

12.2.4 If an event outside of Our control continues for more than 30 days and You wish to cancel the Contract, You may do so by informing us in writing;

12.2.5 If the Contract is cancelled under this Clause 12 before the Hire Period begins, any and all sums You have paid to Us will be refunded in full. Other provisions in these Terms and Conditions regarding the retention of sums paid shall not apply.

13. Communication and Contact Details

If You wish to contact Us with questions or complaints, You may contact Us in person at, by telephone at 07561 336233, by email at hi@yourkoalaa.com, or by pre-paid post at Koalaa Ltd, 21 Swain Street, London, England, NW8 8RZ.

14. How We Use Your Personal Information (Data Protection)

14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.

14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from <https://www.yourkoalaa.com/privacy-policy>.

15. Other Important Terms

15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

15.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

15.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will

waive any subsequent breach of the same or any other provision.

16. Governing Law and Jurisdiction

- 16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

17. Notice to the Hirer: This is a lease agreement, you do not own the Equipment. Do not sign the Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

..... (signed)

NATE MACABUAG (Director of Koala Ltd, representing the "Owner")

AND

..... (the Hirer)

..... (signed)