



HIRING CONTRACT FOR WHEELCHAIRS AND MOBILITY SCOOTERS

This private agreement between

the company **MOVERIS SRL**, based in Florence on Via Della Pergola no. 19 - Florence (FI), having VAT no./Tax Code: 06790490483, in the person of its legal representative pro tempore, hereinafter **referred to as the "Hiring Agent"**

In case of **EMERGENCIES** and any other need, the following number can be contacted: **+39 349 1671948**),

and

Mr/Ms _____

born in _____ on _____

Citizenship _____

Tax Code _____

Residing in the city of _____

Street/Via _____ no. _____

Phone _____ (including country code)

Email _____

ID type _____ ID no. _____

issued by _____ on _____, hereinafter also **indicated as the "User"**,

The following is agreed and concluded:

1. OBJECT

The User hires from MOVERIS Srl the following mobile aids registered in the Medical Devices Registry of the Ministry of Health:

the Mobility aid (wheelchair and/or scooter) _____,

identified with the name _____, hereafter referred to as the "Aid".

from the time of _____ on _____

until the time of _____ on _____ for personal use.

Location of the delivery in Florence _____

Location of pick up in Florence _____

For your personal use ONLY

2. HIRING PRICE, PENALTIES AND SECURITY DEPOSIT

The cost of hiring n° ____ Mobility aid (electric and/or manual) is equal to:

- 2.a) • € _____ for a each day for _____ days in the UNESCO area (old city center)
- 2.b) • € _____ for delivering and pick up outside the UNESCO area of Florence
- 2.c) • € _____ for any different delivering or collecting times, the **Hiring Agent** will add € 20,00 (before and/or after. See 3.2 below).

In case of a rental for more days, the day of delivery and the day of pick up of the mobility aid will be calculated as 2 "daily rentals"

The cost to hire an "assistant/wheelchair-pusher" is equal to:

- € 30,00 per hour (from 9:00 am till 5:00 pm) for _____ hours, for _____ days

TOTAL COST _____

In case of delay in the return of the wheelchair/walking frame a penalty shall be applied equal to 30% of the hiring cost, in addition to the payment of the time exceeding the hiring period stipulated.

The amount to be paid as a security deposit shall be equal to:
In case of delay in returning the medical aid, a penalty equal to 30% of the rental cost will be charged, in addition to the payment of the time exceeding the stipulated rental period.

The amount to be paid as a security deposit is equal to:

Scooter: €150.00 upon delivery

Wheelchair: €50.00 upon delivery

This sum is to paid in cash at the time of signing the Contract and shall be refunded upon return of the hired aid, after verification of the condition and proper functioning of the same.

3. ACCESS TO THE HIRING SERVICE

- 3.1 To rent the mobility aid, the **User** must provide a copy of the identity document.
- 3.2 Access to the service is provided throughout the following times: **from Monday to Sunday** from 9:00 am to 06:00 pm.

the first possible delivery is from 7:00 am and collection can be at 8:00 pm at the latest, with an additional fee.

- 3.3 The delivering of the device is **FREE** only in the city center of Florence (UNESCO). **Eventually the User is not staying in the city center, the Hiring Agent will add the delivering and the pick up costs (see above 2.b).**

4. WITHDRAWAL FROM THE CONTRACT

- 4.1 In the event that the user withdraws from the contract within 5 days from the date of delivery, a penalty of 30% of the agreed amount will be calculated.
- 4.2 In the event that there is a recession within 24 hours, the penalty will be 100%.

5. OBLIGATIONS OF THE PARTIES

- 5.1 **The Hiring Agent** undertakes to deliver the aid being hired in a perfect state of efficiency and to ensure the User's hassle-free enjoyment for the contractually-scheduled duration.
- 5.2 **The User** is obliged to accept the delivery of the aid being hired and to use and store it with care and due diligence. The hired aid
Registered Office Via della Pergola 19 - Florence

must only be used as a means of transport for the disabled and for recreational and tourist purposes.

5.3 **The Hiring Agent** and the **User**, upon the aid being delivered, shall verify the functionality of the aid. With the delivery of the mobility aid, the **User** shall confirm the mechanical efficiency in accordance with the intended use.

5.4 **The User** undertakes to return the aid in the same condition in which it was accepted, subject to changes due to normal use (e.g. dirt, rain, dust and the like) and within the time limits referred to in Article 1 of this Contract.

5.5 **The User** may request to have the rented aid replaced with another, whereby it has suffered damage and/or breakdown throughout use that is not attributable to the User. To this end, the User shall inform the Hiring Agent in a timely manner regarding the reasons that have resulted in damage to the aid. The Hiring Agent, whereby determining that the aid has not been damaged due to negligent behaviour on the part of the User, and after verifying the availability of a replacement, shall consign an alternative aid to the User.

5.6 The total or partial refund will be made **ONLY** and exclusively in the event that there is a malfunction of the vehicle, not attributable to the user. In all other cases the refund will **NOT** be made.

5.7 Upon return of the aid, the Hiring Agent and User shall jointly verify the presence of any eventual damages. Should an aid be returned damaged, the Hiring Agent has the right to retain - by way of compensation for such damages - the deposit paid by the User until the time in which the damages have been quantified according to the provisions of Article 6.

6. CONDITIONS OF USE

6.1 It is forbidden to transfer the use of the aid to third parties.

6.2 The User will personally answer to any violations committed under Article 190 of the Traffic Laws. By entering into the rental agreement, the User assumes responsibility for any damages caused by their incapacity, recklessness or inexperience.

7. USER RESPONSIBILITY

7.1 During the hire period, the User is responsible for any damage caused to themselves, to third parties and/or property as a result of the use of the Hiring Agent's means or accessories, thus indemnifying the Hiring Agent from any and all claims and/or demands made by third parties for damages sustained and/or suffered to their person or personal property.

7.2 In the case of damage and/or breakages caused to the hired vehicles or accessories, not due to regular use of the same, the User undertakes to pay the Hiring Agent, upon returning the aid, for the damages to be quantified by the staff of the facility from where the device was hired. The Hiring Agent, who shall inform the User of the costs after repair, cannot request any form of share in the amount of compensation.

7.3 The User agrees not to leave the aid unattended, at the risk of having to pay compensation for any loss or damage. Failure to return the hired aid within 24 hours of the agreed time of its return, without any notice, authorises the Hiring Agent to file a report of theft with law enforcement authorities.

7.4 In the event of theft of the aid, the User must report thus to the competent authorities, or in the case whereby the item is damaged in an accident recorded by the Municipal Police, the User shall promptly submit to the Hiring Agent a copy of the report of theft or accident.

7.5 The Hiring Agent shall retain the amount paid by the client as the security deposit referred to in Article 2 as partial compensation for damages, without prejudice to the assessment of the damages that must be compensated in full no later than 30 (thirty) days from the request submitted by the Hiring Agent via registered letter with proof of receipt.

8. TERMINATION CLAUSE

8.1 Any infringement by the User of any of the provisions in this Contract, shall entitle the Hiring Agent to terminate the Contract with immediate effect and the collection of the aid.

8.2 At any time, the User may terminate the Contract and return the aid to the Hiring Agent, upon the presence of any material failure that impedes its use in safety and in the event that the Hiring Agent does not have replacement equipment. In this case, the fee paid for the hire service will be returned to the User.

9. JURISDICTION

9.1 The court of Florence shall have exclusive jurisdiction for any dispute arising from the interpretation and execution of the rental agreement.

Florence, on _____

MOWERIS SRL
Via della Pergola, 19
50121 Firenze
P.IVA 06790490483
info@moveris.it

THE USER

For the effects and purposes of Articles 1341 and 1342 of the Italian Civil Code, the User declares to expressly accept Articles 2. HIRING PRICE, PENALTIES AND SECURITY DEPOSIT, 6. USER RESPONSIBILITY, 7. TERMINATION CLAUSE, 8. JURISDICTION.

Florence, on _____

THE HIRING AGENT

MOVERIS SRL

Via della Pergola, 19

50121 Firenze

P.IVA 06790490483

info@moveris.it

THE USER

EMERGENCY CONTACTS, and any other need, the following number can be contacted: **+39 349 1671948**