

CEN

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WORKSHOP

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AGREEMENT

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Framework for consumer rental conditions

This CEN Workshop Agreement has been drafted and approved by a Workshop of representatives of interested parties, the constitution of which is indicated in the foreword of this Workshop Agreement.

The formal process followed by the Workshop in the development of this Workshop Agreement has been endorsed by the National Members of CEN but neither the National Members of CEN nor the CEN Management Centre can be held accountable for the technical content of this CEN Workshop Agreement or possible conflicts with standards or legislation.

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Contents

	Page
Foreword.....	3
Introduction	4
1 Terms and definitions	5
2 Basis of contract.....	6
3 Payment terms / Deposits	6
4 Insurance	7
5 Liability	7
6 Delivery and collection.....	8
7 Condition / Care of rental equipment (during rental period).....	8
8 Breakdowns.....	9
9 Loss, theft or damage to the rental goods	10
10 Termination of the rental agreement	10
11 General.....	11

Foreword

This CEN Workshop Agreement has been drafted and approved by a Workshop of representatives of interested parties on 2011-04-11, the constitution of which was supported by CEN following the public call for participation made on 2010-06-15.

A list of the individuals and organizations which supported the technical consensus represented by the CEN Workshop Agreement is available to purchasers from the CEN-CENELEC Management Centre. This CWA has received the support of representatives of the following organisations:

- BOELS GROUP
- C.P.A
- D.L.R
- ERA
- HIRE ASSOCIATION EUROPE
- HIRE TRADE ALLIANCE
- KILOUTOU
- LOXAM
- NORMAPME
- NORWEGIAN RENTAL EQUIPMENT ASSOCIATION
- PORTABLE SANITATION EUROPE
- RAMIRENT

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The final review/endorsement round for this CWA was started on 2011-03-23 and was successfully closed on 2011-04-13. The final text of this CWA was submitted to CEN for publication on 2011-04-18.

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Comments or suggestions from the users of the CEN Workshop Agreement are welcome and should be addressed to the CEN-CENELEC Management Centre.

Introduction

This CWA is a non-exhaustive comparative analysis of approaches used by existing associations and companies from various European countries, in their standard consumer terms and conditions for rental equipment supplied without an operator.

It can be used, by associations as well as companies, as a reference point for developing their own standard terms and conditions for the rental of equipment to consumer customers within their own and in other European countries.

This CWA should be used on a voluntary basis and rental companies are free to adopt alternative contract terms.

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1 Terms and definitions

For the purposes of this document, the following terms and definitions apply

NOTE The purpose of these definitions is to give a rudimentary explanation of the technical terms which the reader may be unfamiliar with.

1.1

Customer

non-business entity who is renting the Rental Equipment

1.2

Deposit

advance payment which is to be held by the Rental Company as security until the Rental Equipment is returned

1.3

Rental Agreement

contract made between the Customer and the Rental Company for the rental of the Rental Equipment

1.4

Rental Charges

fees the Rental Company charges the Customer whilst the Rental Equipment is in the Customer's possession

1.5

Rental Company

organisation who is renting the Rental Equipment to the Customer

1.6

Rental Equipment

this can cover any machine, tool, article, manual, accessory or any other item(s) rented to the Customer which will be supplied without an operator

1.7

Rental Period

period which shall commence on the date on which the Rental Equipment is collected by the Customer or delivered to the Customer by the Rental Company. The Rental Period shall end when the Customer returns all the Rental Equipment or it is all collected by the Rental Company. The above-mentioned collection and delivery days shall be included in the Rental Period

1.8

Service Charges

any additional work to be carried out by the Rental Company for the Customer in conjunction with the renting of the Rental Equipment including any delivery and/or collection services, or any other fees

1.9

Site

place where the Rental Equipment will be operated

2 Basis of contract

These are the fundamental terms of the framework document.

2.1 The Rental Equipment is hired to the Customer on the basis that it is used only for private or non-commercial use.

2.2 The Rental Equipment is hired subject to the equipment being available to rent to the Customer at the time required by the Customer.

2.3 The Rental Company will not be liable for any loss suffered by the Customer as a result of the Rental Equipment being unavailable due to circumstances beyond the Rental Company's reasonable control.

2.4 The duration of the Rental Period shall not exceed 3 months.

2.5 These terms and conditions shall not affect the Customer's statutory rights under national consumer legislation.

3 Payment terms / Deposits

The following clauses outline the charges which may be levelled against the Customer.

3.1 The amount of any Deposit, Rental Charges and/or Service Charges shall be as quoted to the Customer or otherwise as shown in the Rental Company's current price list.

3.2 Where a Deposit is required for the Rental Equipment it must be paid in advance of the Customer renting the Rental Equipment. The Rental Company may also require an initial payment on account of the Rental Period in advance of the Customer renting the Rental Equipment.

3.3 The Rental Company reserves the right to see additional forms of identification before renting the Rental Equipment to the Customer.

3.4 The Deposit will be returned to the Customer if the Rental Equipment is returned in the same condition as it was when rented out to the Customer, with the exception of fair wear and tear. When the Rental Company repays the Deposit, it will be allowed to deduct any monies the Customer owes the Rental Company.

3.5 The Customer must pay Rental Charges for each day the Rental Equipment is rented, including Saturdays, Sundays and Public Holidays. If the Customer agrees to rent the Rental Equipment for a minimum or a fixed period, then the Customer must pay the Rental Charges applicable for the whole of the minimum or fixed period.

3.6 The Customer must pay the Rental Charges in full and on the due dates, (including upon termination of this Rental Agreement), and time is of the essence for payment; even if the Customer considers that they have contra-charges against the Rental Company.

3.7 If any amount is payable to the Customer by the Rental Company under this Rental Agreement, then the Rental Company may withhold from those monies an amount equal to the total monies the Customer owes the Rental Company under this Rental Agreement.

3.8 Payment shall not be deemed to be made until the Rental Company has received either cash or cleared funds in respect of the outstanding Rental Charges.

3.9 If the Customer fails to make any payment in full on the due date, the Rental Company may charge the Customer interest on the amount unpaid at the rate of [] % above the Central European Bank's base rate.

3.10 The Rental Charges do not include transportation costs, which if charged, will be detailed separately.