DEFIB SPACE LIMITED t/a DEFIB WORLD

BUSINESS TERMS AND CONDITIONS FOR AED RENTAL

Version: October 2026
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Introduction

These Business Terms and Conditions govern the rental of automated external defibrillators (AEDs) and any associated equipment or services supplied by Defib Space Limited trading as Defib World ("Defib World", "we", "us" or "our") to business customers and other eligible organisations ("the Customer").

By placing an order for an AED rental, the Customer agrees to these Terms and Conditions together with the applicable quotation, order confirmation and rental plan.

Please read these Terms and Conditions carefully before placing an order. If you have any questions, please contact us using the details above.

1. Definitions and interpretation

In these Terms and Conditions, unless the context requires otherwise:

- **AED** means an automated external defibrillator supplied by Defib World under a rental agreement, including the relevant battery, electrode pads and accessories specified in the order.
- **Customer** means the business, company, charity, school, sports club, public body or other organisation entering into a rental agreement with Defib World.
- **Deposit** means the refundable security deposit specified in the Order Confirmation.
- **Order Confirmation** means the written confirmation issued by Defib World setting out the agreed rental arrangement.
- **Rental Fee** means the fee payable for the rental plan selected by the Customer.

- **Rental Period** means the initial rental term and any subsequent renewal term agreed under Clause 7.
- **Equipment** means the AED and any accessories, carry cases, cabinets or other items supplied under the rental agreement.
- **Manufacturer's Instructions** means the operating, storage, maintenance and safety instructions issued by the manufacturer of the relevant AED.
- **Applicable Law** means all laws and regulations applicable to the parties and the rental agreement in England and Wales.

References to writing include email. Headings are for convenience only and do not affect interpretation.

2. Eligibility

2.1. These Terms and Conditions are intended primarily for business and organisational customers in the United Kingdom and are not intended to govern consumer purchases unless expressly agreed.

2.2. The individual placing an order on behalf of a Customer must:

a. Be at least 18 years old;
b. Have authority to enter into a binding agreement on behalf of the Customer; and
c. Provide accurate and complete contact, billing and delivery information.

2.3. Defib World may request reasonable information to verify the Customer's identity, business details, delivery address or authority to place an order.

2.4. Defib World may decline an order where it reasonably suspects fraud, unlawful activity or a material risk that the Customer will not comply with the rental agreement.

3. Orders and formation of the rental agreement

3.1. The Customer may request an AED rental through the Defib World website, by email, by telephone or through another sales channel made available by Defib World.

3.2. The Customer must provide the information reasonably required to process the order, including the selected AED, rental term, delivery address, billing details and any agreed accessories or additional services.

3.3. A rental agreement is formed when Defib World accepts the Customer's order in writing or otherwise confirms acceptance through its authorised ordering process.

3.4. The Order Confirmation will specify, as applicable:

a. The AED model and included Equipment;
b. The Rental Period;
c. The Rental Fee and payment arrangements;
d. The Deposit;
e. The delivery arrangements; and
f. Any additional services or special conditions.

3.5. If there is a conflict between these Terms and Conditions and an Order Confirmation, the Order Confirmation will prevail only in respect of the specific commercial terms that it expressly varies.

3.6. Defib World may offer a substitute AED where the specified model is unavailable, provided that the substitute is reasonably equivalent in functionality and suitability. The Customer's agreement will be obtained where the substitution materially changes the agreed rental.

4. Rental fees and deposit

4.1. Rental prices, payment dates and the applicable Rental Period will be confirmed at the time of ordering.

4.2. Published rental plans may include three-month, six-month and twelve-month options. The applicable price is the price confirmed to the Customer when the order is accepted.

4.3. Unless otherwise agreed in writing, rental fees are payable in advance for the selected rental term.

4.4. A refundable Deposit may be payable before the Equipment is dispatched. The standard deposit is £150, subject to the applicable Order Confirmation.

4.5. The Deposit remains the Customer's security for its obligations under the rental agreement. Following the return and inspection of the Equipment, Defib World will refund the Deposit, less any properly due and evidenced deductions for missing Equipment, damage beyond fair wear and tear or other amounts lawfully recoverable under the agreement.

4.6. Where a deduction is proposed, Defib World will provide the Customer with a reasonable explanation of the amount and the basis for the deduction.

4.7. All prices are exclusive of VAT unless expressly stated otherwise. VAT will be charged at the applicable rate.

4.8. Any additional charge must be disclosed to the Customer in the Order Confirmation or otherwise agreed in writing, except for reasonable charges arising from the Customer's breach of the rental agreement where such charges are permitted by law.

5. Delivery and ownership

5.1. Defib World will arrange delivery to the address agreed in the Order Confirmation.

5.2. Delivery dates and times are estimates unless expressly confirmed as guaranteed. Defib World will notify the Customer of any material delivery delay of which it becomes aware.

5.3. The Customer must check the delivered Equipment within a reasonable period and notify Defib World promptly of missing items, visible damage or an incorrect delivery.

5.4. All Equipment supplied on rental remains the property of Defib World or the relevant equipment owner. The Customer receives a limited right to possess and use the Equipment during the Rental Period in accordance with these Terms and Conditions.

5.5. The Customer must not sell, assign, pledge, lend, sublet or otherwise dispose of the Equipment, or represent that it owns the Equipment.

5.6. Risk of loss or damage passes to the Customer upon delivery, except to the extent that loss or damage results from a defect, an act or omission for which Defib World is responsible, or any other circumstance for which the Customer cannot lawfully be held liable.

6. Safe use, storage and readiness

6.1. The Customer is responsible for ensuring that the AED is installed, stored and made available in a suitable location and in accordance with the Manufacturer's Instructions.

6.2. The Customer must:

a. Follow all applicable manufacturer instructions for installation, storage and use;
b. Keep the AED accessible and clearly identifiable in its intended location;

c. Check the AED's status indicators at the intervals recommended by the manufacturer;
d. Observe the applicable temperature, humidity and environmental requirements;
e. Ensure that the AED is not obstructed or exposed to conditions outside its permitted operating limits; and
f. Notify Defib World promptly if the AED displays a fault, warning, low-battery indication or other sign that it may not be ready for use.

6.3. The Customer must not dismantle, modify, repair or interfere with the AED, its battery, electrode pads or electronic components, except where expressly authorised by the manufacturer or Defib World.

6.4. If the AED appears defective, damaged or unsafe, the Customer must follow the manufacturer's safety instructions, contact Defib World promptly and arrange for the Equipment to be inspected or replaced as appropriate. The Customer must not knowingly continue to rely on Equipment that is not operationally ready.

6.5. The Customer must store the AED within the manufacturer's specified environmental limits. Outdoor installation must use a cabinet or enclosure suitable for the particular AED and the prevailing environmental conditions.

6.6. The Customer must not use the AED for any purpose other than its intended emergency medical purpose, training where specifically permitted, or another use expressly authorised by Defib World and the manufacturer.

6.7. An AED may be used by an appropriately acting person in an emergency, subject to applicable law and the manufacturer's instructions. Nothing in these Terms and Conditions is intended to delay emergency assistance or the use of an AED where its use is appropriate.

6.8. The Customer should ensure that appropriate staff or other responsible persons know where the AED is located and understand the importance of following its instructions and contacting the emergency services when required.

7. Rental duration and renewal

7.1. The initial Rental Period begins on the date specified in the Order Confirmation or, if no separate date is specified, the agreed rental commencement date.

7.2. The initial Rental Period will be the term selected by the Customer, such as three, six or twelve months, as stated in the Order Confirmation.

7.3. Unless the Order Confirmation provides otherwise, the rental will renew for a further period of the same length if the Customer does not notify Defib World of its intention to end the rental before the renewal date.

7.4. The Customer may request cancellation or non-renewal by emailing sales@defibworld.org. The notice must identify the Customer, the relevant order and the Equipment to be returned.

7.5. Any early termination, refund of prepaid rental fees or reduction in charges will be governed by the Order Confirmation and any written early-termination agreement. No early-termination fee will be imposed unless its basis has been disclosed and agreed or is otherwise legally recoverable.

7.6. Defib World may agree to extend or vary a rental in writing. Any revised term, price or service arrangement will apply from the date agreed by the parties.

8. Replacement pads, batteries and faulty Equipment

8.1. Defib World provides the replacement services expressly included in the Customer's rental plan.

8.2. Under the published rental offering, replacement electrode pads are provided following use of the AED in an emergency, subject to the Customer notifying Defib World and following the relevant return or replacement instructions.

8.3. Following an emergency use of the AED, the Customer should contact Defib World as soon as reasonably practicable. The Customer should provide the information reasonably required to arrange replacement pads or Equipment.

8.4. If the AED is damaged, displays a fault or is otherwise not ready for use, the Customer must notify Defib World promptly. Defib World will assess the issue and determine the appropriate repair, replacement or other remedy in accordance with the rental agreement.

8.5. Any replacement Equipment supplied will be of the same or a reasonably equivalent type, subject to availability.

8.6. Replacement times depend on the nature of the issue, stock availability, location and delivery arrangements. Any specific response or replacement commitment will be stated in the Order Confirmation.

8.7. A replacement may be refused or charged for where the request arises from unauthorised modification, misuse, negligence, failure to follow the Manufacturer's Instructions or another breach by the Customer, to the extent permitted by law and the agreed rental terms.

8.8. The Customer must return any replaced Equipment in accordance with the instructions supplied by Defib World.

9. Theft, loss and damage

9.1. The Customer must take reasonable care to prevent the loss, theft or damage of the Equipment.

9.2. If the Equipment is lost, stolen or damaged, the Customer must:

a. Notify Defib World as soon as reasonably practicable;
b. Provide an accurate account of the circumstances;
c. Report suspected theft to the police where appropriate and provide the crime reference number if requested; and
d. Cooperate reasonably with any investigation, recovery or insurance process.

9.3. The Customer will be responsible for loss or damage to the extent caused by its breach of the rental agreement, negligence, misuse or failure to take reasonable care, subject to applicable law.

9.4. The Customer will not be responsible for ordinary deterioration arising from proper use or for loss or damage to the extent caused by Defib World's breach, negligence or other legally attributable act or omission.

9.5. Where the Customer is liable for damage, Defib World may recover the reasonable and evidenced cost of repair or, where repair is not reasonably practicable, the reasonable replacement cost, taking account of the Equipment's age, condition and applicable insurance arrangements.

9.6. Any proposed charge for missing or damaged Equipment must be notified to the Customer with a reasonable explanation and supporting information.

9.7. If an AED is removed by emergency services or another person during an emergency, the Customer should notify Defib World promptly and cooperate with reasonable steps to locate or recover it.

10. Return of Equipment

10.1. At the end of the Rental Period or following valid termination, the Customer must return the Equipment in accordance with Defib World's reasonable return instructions.

10.2. The Equipment must be returned with the accessories and other items supplied with it, subject to any items consumed or replaced in accordance with the rental agreement.

10.3. Defib World will notify the Customer of the applicable return method, destination and any agreed collection arrangements.

10.4. Unless otherwise agreed in writing, the Customer is responsible for taking reasonable steps to package and dispatch the Equipment safely using the specified return method.

10.5. The Customer should retain evidence of dispatch or collection until Defib World confirms receipt.

10.6. The Customer must not dispose of, abandon or retain the Equipment after the rental ends.

10.7. If the Customer fails to return the Equipment after reasonable written notice, Defib World may seek its return and recover any reasonable, evidenced loss or costs legally recoverable under the agreement.

10.8. Defib World will inspect returned Equipment within a reasonable period. Any proposed deduction from the Deposit will be dealt with under Clause 4.6.

10.9. Subject to any lawful deductions, Defib World will arrange repayment of the refundable Deposit following receipt and inspection of the Equipment.

11. Payments and overdue amounts

11.1. The Customer must pay the Rental Fee, Deposit and any other agreed amounts in accordance with the Order Confirmation.

11.2. Payment may be made by the methods offered by Defib World, including card payment or bank transfer where available.

11.3. Where an invoice is issued, the payment due date stated on the invoice will apply. If no due date is stated, payment is due within fourteen days of the invoice date.

11.4. If an amount remains unpaid, Defib World may issue a written reminder giving the Customer a reasonable opportunity to resolve the matter.

11.5. Defib World may suspend non-essential services or take other proportionate steps permitted by law and the rental agreement where an undisputed amount remains overdue following notice.

11.6. Business-to-business late-payment interest and recovery costs may be claimed where available under the Late Payment of Commercial Debts (Interest) Act 1998 or other applicable law.

11.7. The Customer must raise any genuine invoice dispute promptly and provide sufficient details to enable the dispute to be investigated. The parties will work in good faith to resolve disputed amounts.

12. Customer responsibilities and compliance

12.1. The Customer must comply with applicable laws and regulations relating to its possession, storage and use of the AED.

12.2. The Customer must ensure that the Equipment is used only for its intended purpose and in accordance with the Manufacturer's Instructions.

12.3. The Customer must not knowingly use or permit the use of Equipment that has been identified as unsafe or defective.

12.4. The Customer is responsible for arranging any insurance it reasonably considers necessary for its activities, premises and responsibilities, except where the Order Confirmation expressly provides otherwise.

12.5. The Customer must notify Defib World promptly of any material change to its contact details, billing details or the location of the Equipment where that information affects the rental arrangement.

12.6. Nothing in these Terms and Conditions constitutes medical advice or a substitute for emergency medical services, appropriate training or the manufacturer's instructions.

13. Liability

13.1. Nothing in these Terms and Conditions excludes or limits either party's liability for:

a. Death or personal injury caused by negligence;
b. Fraud or fraudulent misrepresentation;
c. Any liability that cannot lawfully be excluded or limited; or
d. Any other liability expressly stated to be non-excludable by applicable law.

13.2. Subject to Clause 13.1, each party is responsible for loss directly caused by its breach of the rental agreement, negligence or other actionable wrongdoing.

13.3. Neither party will be liable to the other for indirect or consequential loss, or loss of profits, business, revenue, anticipated savings or goodwill, to the extent such losses may lawfully be excluded and subject to the circumstances of the claim.

13.4. Subject to Clause 13.1, Defib World's aggregate liability arising out of or in connection with a rental agreement will not exceed the total Rental Fees paid or payable under that agreement during the twelve months preceding the event giving rise to the claim.

13.5. The limitations in this clause do not apply to the extent that their application would be unlawful or would otherwise be prohibited by applicable law.

13.6. The Customer remains responsible for the acts and omissions of its employees, contractors and other persons to whom it gives access to the Equipment, to the extent permitted by law.

13.7. Defib World does not guarantee that an AED will prevent every death or injury, or that it will be suitable for every possible emergency. AEDs must be maintained, stored and used in accordance with the manufacturer's requirements.

13.8. Nothing in this clause removes any express service commitment made by Defib World in the Order Confirmation.

14. Data protection and privacy

14.1. Each party must comply with the data protection laws applicable to it, including the UK General Data Protection Regulation and the Data Protection Act 2018, as applicable.

14.2. Defib World will process personal data in accordance with its Privacy Policy, available at:

https://defibworld.org/privacy-policy/

14.3. The parties will use personal data only for legitimate purposes connected with the order, rental administration, delivery, customer service, payment, equipment recovery, legal compliance or another lawful purpose.

14.4. Each party must take appropriate steps to protect personal data for which it is responsible and must notify the other party where legally required following a relevant data incident.

14.5. Where an AED has a location-tracking feature, Defib World will use any location information in accordance with applicable law and its relevant privacy disclosures. No tracking feature will be assumed to exist unless it is present in the Equipment supplied.

15. Changes to the agreement

15.1. Any change to an individual Customer's Rental Period, Rental Fee, Equipment or other agreed commercial term must be confirmed in writing.

15.2. Defib World may update these Terms and Conditions for future orders.

15.3. A change affecting an existing rental will be notified to the Customer in writing where reasonably practicable and will take effect only in accordance with the rental agreement and applicable law.

15.4. Where a proposed change materially affects an existing Customer's contractual rights or obligations, the parties will act reasonably and in good faith to agree any necessary arrangements. Nothing in this clause permits Defib World to vary an existing agreement contrary to applicable law.

16. Suspension and termination

16.1. Either party may terminate a rental agreement in accordance with its agreed Rental Period and the cancellation provisions in Clause 7.

16.2. Defib World may terminate the agreement by written notice if the Customer commits a material breach and, where the breach can be remedied, fails to remedy it within thirty days after receiving written notice specifying the breach and the required remedy.

16.3. Defib World may suspend the affected service or terminate the agreement on written notice where reasonably necessary because of fraud, unlawful use, serious safety concerns, insolvency or persistent non-payment, subject to applicable law and any required notice or remedy period.

16.4. The Customer may terminate the agreement by written notice if Defib World commits a material breach and, where the breach can be remedied, fails to remedy it within thirty days after receiving written notice specifying the breach and the required remedy.

16.5. Where continued supply would create a material safety risk, Defib World may take proportionate immediate steps to protect users and arrange inspection, withdrawal or replacement of the affected Equipment.

16.6. On termination or expiry:

a. The Customer must stop using and return the Equipment in accordance with Clause 10;
b. Any outstanding amounts properly due become payable in accordance with the agreement;
c. Any refundable Deposit will be dealt with under Clause 4; and
d. Any rights or obligations intended to survive termination will continue.

16.7. Termination does not affect rights or liabilities accrued before termination.

17. General provisions

17.1. **Entire agreement.** These Terms and Conditions, together with the Order Confirmation and any expressly incorporated documents, form the agreement between the parties in relation to the rental and supersede previous agreements concerning the same subject matter.

17.2. **No waiver.** A failure or delay in exercising a contractual right does not waive that right.

17.3. **Assignment.** The Customer may not transfer its rights or obligations under the rental agreement without Defib World's prior written consent. Defib World may assign or transfer the agreement where doing so does not materially prejudice the Customer's rights.

17.4. **Notices.** Notices under the agreement may be given by email to the contact addresses last notified by the relevant party, unless the agreement or law requires another method.

17.5. **Severability.** If any provision is held invalid or unenforceable, the remaining provisions will continue in effect to the extent legally possible.

17.6. **Third-party rights.** Unless expressly stated otherwise, a person who is not a party to the rental agreement has no right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

17.7. **Events beyond reasonable control.** Neither party will be liable for delay or failure caused by circumstances beyond its reasonable control, provided it takes reasonable steps to mitigate the effect and resumes performance when reasonably practicable. This clause does not excuse payment obligations already due or remove any non-excludable statutory rights.

17.8. **No partnership.** Nothing in the agreement creates a partnership, joint venture, employment relationship or agency between the parties.

18. Governing law and jurisdiction

18.1. These Terms and Conditions and any non-contractual obligations arising from them are governed by the law of England and Wales.

18.2. The courts of England and Wales will have jurisdiction over disputes arising out of or in connection with the rental agreement, subject to any mandatory jurisdictional rules.

Schedule 1 – Rental and service arrangements

1. Available rental terms

The Customer's selected rental term and price will be confirmed in the Order Confirmation.

Defib World's published rental options may include:

- Three-month rental;
- Six-month rental; and
- Twelve-month rental.

The applicable price, payment schedule, included accessories and renewal conditions are those confirmed at the time of the order.

2. Deposit

The standard refundable deposit advertised for the rental service is £150, subject to the Order Confirmation.

The Deposit will be refunded following the return and inspection of the Equipment, less any lawful and properly evidenced deductions.

3. Included Equipment and services

The Order Confirmation will identify the AED model and any included battery, electrode pads, carry case, cabinet or other accessories.

Replacement pads following emergency use are included where specified in the applicable rental plan.

Any additional maintenance, collection, replacement or support commitments must be confirmed in writing.

Schedule 2 – Additional charges

Item	Applicable charge
Additional collection or delivery	£10.00
Missing Battery	£215.00
Damage beyond fair wear and tear	£795.00
Unreturned AED	£795.00
Overdue business-to-business payments	Interest and recovery costs where permitted by applicable law

No fixed equipment-loss charge, missed-appointment fee or additional service fee applies unless it has been properly agreed or is otherwise legally recoverable.

Supplier: Defib Space Limited trading as Defib World

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