

## Rental Terms and Conditions

**1. Rental Period.** a). Unless otherwise agreed the Rentee will return the Rented Property at the completion or termination of the Rental Agreement. Any costs of return are to be born by the Rentee. If the completion date falls on a weekend or public holiday then the Rented Property must be returned by 5.00pm on the last working day prior to the completion date. (Office hours are 9.00am to 5.00pm Monday to Friday) □ b) If the Rented Property is not returned to the Rentor by the end of the Rental Period then a pro rata daily charge will be made (based on 7 days for a weekly Rental Agreement type and 30 days for a monthly Rental Agreement type) related to the original terms and conditions. The Rentor reserves the right (at its discretion) to deem the rent to be extended until the Rented Property is returned and also to arrange for the recovery of the Rented Property at cost to the Rentee.

**2. Payment Terms.** Unless agreed in advance, rent is paid in advanced. Loss & Damage Waiver, delivery/pickup, installation, consumables and software loading, if required, are extra to rental charges and are payable in advance as agreed. Payment is to be made on collection or delivery of the Rented Property for the first invoice associated with this Rental Agreement and within 14 days for any subsequent invoices. The Rentee agrees to pay all invoices within or in accordance with the payment terms. □ Should the Rentee fail to pay any invoice within or in accordance with the specified time then the Rentor reserves the rights to:- □ i. cancel the Rental Agreement without notice and recover the Rented Property at cost to the Rentee. □ ii. charge the Rentee interest at a rate of 18% per annum (1.5% accumulated monthly) and calculated from the date of invoice until paid in full. □ iii. charge the Rentee for any costs incurred in the recovery of any debts including all legal costs on a solicitor/client basis. □ iv. charge the Rentee retail replacement costs of a current model new item of the same brand or similar quality brand available of any Rented Property not returned to the Rentor. Furthermore the Rentee agrees to pay these charges and accepts these terms and to allow entry by the Rentor or his agents to the premises where the Rented Property is present should the Rentor wish to recover it.

**3. Change of Address.** The Rentee will notify the Rentor without delay of any change of address or telephone number during the period of this Rental Agreement.

**4. Condition of Rented Property.** The Rentee acknowledges that: □ (a) it has examined the Rented Property before accepting it and satisfied itself that it is in good condition, is suitable for the Rentee's purpose, functions to a high standard, produces accurate readings and complies with prescribed safety standards; (b) the Rentor has given no representation or warranty regarding the quality, fitness, safety, suitability, standard or accuracy of the Rented Property, and no person is authorised by the Rentor to do so; (c) the Rentee will look to the manufacturer, and not the Rentor, for any collateral warranty the Rentee may require in relation to the Rented Property.

**5. Care of Products.** The condition of the Rented Property is recorded on the Rental Agreement. The Rentee will take good care of the Rented Property. Any

damage (other than fair wear and tear) will be repaired by the Rentor or its appointee and will be charged to the Rentee. If any of the Rented Property is lost or stolen during the Rental Period, or extensions thereof and the Rentor's Loss & Damage Waiver option has not been purchased or in the case that the Rentor's Loss & Damage Waiver option has been purchased and the circumstances surrounding the loss or theft is subsequently deemed by the Rentor to be excluded, the Rentor reserves the right to charge the Rentee the retail price of the lost or stolen item/s. In the event of loss or damage of the Rented Property the rental charges will continue until the Retail Price of the Rented Property is paid for in full by the Rentee which amount is in addition to the rental charges paid.

**6. Insurance.** The Rentee will insure the Rented Property during the Rental Period or any extensions thereof, for all the eventualities pertaining to clause 5 of these conditions or will purchase the Rentor's Loss & Damage Waiver.

**7. Indemnity.** The Rentee indemnifies the Rentor against: (a) any loss of or damage to the Rented Property however arising; (b) liability for any death, injury or damage to any person or property arising directly or indirectly from the Rented Property or its use; (c) any claim for breach of intellectual property rights arising in connection with the Rented Property or its use; (d) any loss arising from any part of this Rental Agreement being void, voidable or unenforceable for any reason; (e) any loss or liability incurred by the Rentor resulting from possession, use or operation of the Rented property by the Rentee; (f) any liability which the Rentor may incur under any legislation by reason of the use of the Rented Property for any purpose other than as stated by the Rentee to the Rentor; provided that such loss, damage, claim or liability is not due to the Rentor's negligence; (g) anything done by the Rentor in exercise or purported exercise of its rights under this Rental Agreement, (h) any claim affecting the Rentor's interest in or title to the Rented Property and any action taken by the Rentor to protect such interest and title; (i) any breach by the Rentee of its obligations under this Rental Agreement including any failure to insure or adequately insure the Rented Property or take out the Loss and Damage Waiver cover referred to herein; and (j) the repossession of the Rented Property and any related storage, repair and/or sale. Each indemnity in this clause is a separate and independent obligation and continues after termination of this Rental Agreement.

**8. Limitation of Liability.** To the full extent permitted by law, all express and implied terms, conditions and warranties (other than those terms expressly set out in this Rental Agreement) are excluded. The Rentor is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Rented Property. The Rentor's liability for anything in relation to the Rented Property and its use, including damage or economic loss, is limited to the maximum extent permitted by law. In any event the Rentor's liability is limited, at the Rentor's option to: (a) the replacement of the relevant Rented Property with the same or equivalent Rented Property; (b) the repair of the relevant Rented Property; or (c) reimbursement of the rent for the relevant Rented Property for the Rental Period.

**9. Equipment Malfunctions.** Should the Rented Property malfunction for reasons other than misuse or accidental damage, then the Rentor will repair the product at no charge to the Rentee (other than for freight if the product is outside the London postal area). If the Rented Property is outside the London postal area and the Rentee chooses not to return the Rented Property to the Rentor for repair then repair costs are at the expense of the Rentee. In the case of malfunctions or damage caused by accident or misuse the Rented property will be repaired by the Rentor or its appointee and charged to the Rentee. In the event of malfunction the Rentor reserves the right to replace the Rented Property with an equivalent system.

**10. Consumables.** The rental charges do not include consumable products (eg laser printer toner). The Rentee agrees to use only consumable products which are approved by the manufacturer of the Rented Property and not to use re-inked or refurbished consumables. Any consumables supplied with the Rented Property will be paid for by the Rentee.

**11. Taxes and Government Charges.** Unless otherwise specified the rental charges shall exclude all taxes. Should additional taxes or government charges be introduced or the rate of any applicable tax or government charge change then the Rentor reserves the right to adjust the rental charges to include such changes or new taxes or government charges.

**12. Software.** 12.1 If any Operating System or Application Software is included in the Rental Agreement then the Rentee guarantees that the only copies of these made will be for the purpose of security back-up. Further to this the Rentee undertakes to destroy any such back-up copies at the completion of the Rental Period or any extension thereof. 12.2 Where the Rentee has requested the Rentor to install Software other than the Operating System on the Rented Property, the Rentee declares that they are the holder of a legitimate licence to the Software, and have the right to install the Software. The Rentee agrees to indemnify and keep indemnified the Rentor from any loss or damage arising from or in connection with the installation or use of the Software.

**13. Microsoft End User License Agreement.** The Rentee hereby acknowledges that its use of the Microsoft Products accompanying the Rented Property is governed by the applicable Microsoft End User License Agreement attached hereto.

**14. Severance.** If any term or condition of this Rental Agreement or the application thereof is or becomes invalid or unenforceable or there is any error or omission in the information, the remaining terms and conditions and information shall not be affected thereby and each and every term and condition of this Rental Agreement shall be valid and enforceable to the fullest extent permitted by law.

**15. Cancellation of orders.** If cancellation occurs after an order is placed, the Rentee shall incur a cancellation charge equal to half the Rental Charges however if the cancellation occurs within 48 hours of the delivery date, the Rentee shall incur a cancellation charge equal to the full Rental Charges.

**16. Privacy.** The Rentor will comply with its privacy policy in respect of any personal information the Rentee provides to the Rentor. A copy of the Privacy

Policy can be obtained at [www.pc-gremlin.co.uk](http://www.pc-gremlin.co.uk). If the personal information requested by the Rentor is not provided, the appropriate services may not be provided. Your proceeding to deal with the Rentor is confirmation of your acceptance of the Privacy Policy.

**17. Definitions.** In this Rental Agreement unless the context otherwise requires the expressions: (a) Rentee shall mean and include the Rentee and each of them and where appropriate their respective directors, shareholders, representatives, transferees and assigns. (b) Rentor shall mean and include the person firm or corporation trading as Hire Intelligence and entering into this Rental Agreement as Rentor and its transferees and assigns. (c) Rented Property shall mean all property including but not limited to equipment, packaging, containers and carrier bags, provided to the Rentee by the Rentor. (d) Words importing a singular number or plural number shall include plural number and singular number respectively (e) Words importing the masculine or neuter gender shall include every gender. (f) Rental Period shall mean the duration for which the Rentor has agreed to provide the Rented Property in accordance with the terms and conditions of this Rental Agreement.

**18. Loss & Damage Waiver.** The Rentor's Loss & Damage Waiver policy covers loss or damage as a result of physical and external means. This Loss & Damage Waiver policy is subject to: a) The Rentee immediately notifying the Rentor of any damage or loss. In the event of theft the police must be notified within 24 hours and a copy of the police report submitted to the Rentor, b) the Rentee submits a written statement ("Loss & Damage Waiver Report") detailing the loss or damage sustained, how it arose and what action was taken to minimise the loss or damage, c) The Rentee pays a processing fee when submitting the Loss & Damage Waiver Report. This fee is £250.00 for each item of Rented Property, d) the acceptance of any claim being at the sole discretion of the Rentor. In any case, the Rentee accepts and agrees that the Loss and Damage Waiver Policy set out herein only covers losses detailed above and any other loss including without limitation any personal injury or any consequential loss either directly or indirectly as a result of damage to or loss of the covered items shall be excluded and specifically agrees that the following exclusions to a successful claim on the Loss & Damage Waiver apply: a) Any Item being dropped overboard on inland or coastal waters, b) Theft without forced or violent entry, c) Theft by the Rentee, its agents or employees or while not in their direct control, d) Misuse or abuse of item(s) e) Any acts of negligence, malice, lack of care or any deliberate act(s) causing loss or damage.