

## **Terms and Conditions for Equipment Rental and Sales**

### **1. Definitions**

In these terms and conditions the following expressions shall have the meanings ascribed to them below:

"Company" means Steljes Rental Ltd, whose registered office is at Bagshot Manor, Green Lane, Bagshot, Surrey, GU19 5NL.

"Contract" means the contract between the Company and the Hirer for the supply and rental or sale of the Equipment

"the Hirer" means the legal entity with whom the Contract is made by the Company;

"Equipment" means the hardware, software, manuals, documentation, or accessories and includes any replacements, renewals or substitutions of those items described in the Schedule;

"Company's Premises" means the premises of the Company at Bagshot Manor, Green Lane, Bagshot, Surrey, GU19 5NL, or such other premises as may be notified to the Hirer;

"Delivery Date" means the date that the Equipment is collected by the Hirer from the Company's Premises or the date of delivery of the Equipment to the Hirer, whichever is applicable;

"Return Date" means the date specified in the Contract as the date for the return of the Equipment to the Company or such other date as the parties may hereafter agree;

"Rental Period" means the period commencing on the Delivery Date and expiring on the Return Date.

"Schedule" means the schedule to these Conditions issued by the Company.

### **2. These Terms and Conditions**

2.1 These Conditions shall apply to all contracts between the Company and Hirer for the rental or sale of Equipment.

2.2 Variations of the Contract shall be effective only if agreed in writing by a director of each party and will then prevail over these Conditions.

### **3. Orders and Delivery of that Order**

3.1 No order shall be binding on the Company unless and until it has been accepted by the Company.

3.2 All times or dates quoted for delivery of the Equipment are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of the Contract.

#### **4. Rental Charges and Fees**

4.1 The Contract shall be automatically renewed on a pro rata daily basis at the end of the Rental, FOC or POC period if the goods or equipment has not been returned by the Hirer to an agreed destination and/or on an agreed date or arranged to have been returned by an agreed date if the Company is collecting until such time they are returned/collected.

4.2 All charges are exclusive of Value Added Tax which shall be payable by the Hirer at the then applicable rate.

4.3 The Company reserves the right to change, including increasing, the rental charges of Equipment to reflect any change in specification, delivery dates, or quantities as requested by the Hirer, or any delay caused by the Hirer or any failure of the Hirer to perform its obligations for the Equipment or to give the Company adequate information or instructions.

4.4 The Hirer shall be responsible for the return of the Equipment in good condition and working order (with fair wear and tear excepted).

4.4.1 The Company will notify the Hirer of any items not returned which includes cables, and other accessories. Any items not returned within 5 working days of any such notification will be invoiced at the current list price for goods of the same or closest available equivalent to such items.

#### **5. Payment**

5.1 For credit accounts, payment of all invoices shall be made strictly within the agreed payment terms. If the Hirer is not granted a credit account then payment is to be made on or before the invoice date. The order may not be fulfilled and indeed be cancelled if payment is not made.

5.2 You must make all payments due to us without any deduction by way of set-off, counterclaim, discount, abatement or otherwise.

5.3 If you wish to pay any amount you owe us by credit card then we may charge you a credit card administration fee equal to 2.5% of the amount.

5.4 The time of payment shall be of the essence of the Contract.

5.5 The Company reserves the right to withdraw credit facilities at any time and without notice.

5.6 Without prejudice to any other rights it may have the Company is entitled to charge interest on any unpaid invoices at the applicable rate as prescribed in the Late Payment of Commercial Debt (Interest) Act 1988. Such interest will run from the due date for payment until the date when payment in full is received, whether before or after judgment has been obtained and the Company may cancel the Contract and suspend further deliveries to the Hirer.

5.7 Furthermore we reserve the right to repossess any Rental Equipment supplied to you and/or your end customers under the relevant Contract of Sale for Rental Services and/or disallow any discount that applies to any part of the outstanding payment.

## **6. Software**

6.1 The title and intellectual property rights in and to any software supplied with or as part of the Equipment, including programs and documentation ("the Software") shall be retained by the appropriate proprietor thereof.

6.2 The Hirer is granted the right to use the Software only for the term of the Contract. The Hirer's receipt of the Equipment indicates acceptance of the terms of any licence for software supplied and the Hirer shall indemnify the Company against any liability, damage, cost or expense which it incurs in relation to any failure by the Hirer to observe the terms of any such licence.

6.3 The Software shall only be used as part of the Equipment with which it is rented and the Hirer undertakes not to copy, in whole or in part (other than for use on such Equipment), alter, adapt, modify or translate the Software nor to communicate the Software to any third party other than those of its employees and agents who are directly engaged in the use of the Software with such Equipment on the Hirer's behalf.

6.4 Upon the expiration of the Contract (or termination thereof for any reason) the Hirer shall (unless otherwise agreed by the Company in writing) return the Software and any copies thereof to the Company's Premises at its own risk. The obligations in respect of Software as set out in these Conditions shall survive notwithstanding any termination or expiration of the Contract.

## **7. Hirer Obligations**

The Hirer hereby undertakes and agrees as follows:-

7.1 that the hirer or their end customer are responsible for checking the Rental Equipment on delivery. Any queries must be raised with us within 24 hours of delivery, or we will deem you and your end customer fully satisfied with the Equipment on delivery. If no such notification is given the Equipment shall be deemed to be complete and in good order and condition and fit for the purpose for which it is required by the Hirer and the Hirer shall be bound to accept and pay for the same accordingly;

7.2 to use the Equipment with all reasonable care and in the proper manner by operating the Equipment in accordance with any instructions issued.

7.3 not to use the Equipment for any purpose for which it was not designed or intended. Not to interfere with it or allow any other person to do so unless previously agreed in writing by the Company;

7.4 to allow the Company or its duly authorised agent or representative upon reasonable notice at any time access to inspect repair, service and collect the Equipment (as appropriate);

7.5 not to make any alterations, modifications or technical adjustments or make or attempt to make any repairs to the Equipment without the prior written consent of the Company;

7.7 that the Equipment shall at all times remain the property of the Company unless sold to the Hirer under a separate agreement in writing;

7.8 not to sell or offer for sale, assign, mortgage, pledge, sub-let or transfer the Equipment or the benefit of the Contract either in whole or in part;

7.9 not to move the Equipment to a different address from those to which the Equipment was delivered or remove the Equipment in any manner except as authorised in writing by the Company, If authorised, the Hirer must give prompt written notice to the Company of the change of equipment location;

7.10 unless otherwise expressly stated in the Schedule, to maintain for the duration of the Rental Period comprehensive insurance on the Equipment for its full reinstatement value with a reputable insurance company approved in writing by the Company against all risks of loss or damage (other than those risks for which the Company agrees to insure the Equipment) and also against all risks of third party liability arising out of the hire or use of the Equipment by the Hirer or the presence thereof at the Hirer's premises;

7.11 to indemnify the Company against any loss, claim or liability suffered or incurred by the Company as a result of any third party claim arising out of the state, condition or use (fair wear and tear excepted) of the Equipment during the Contract or in any way arising out of the Equipment being let under the Contract;

7.12 that for the purposes of United Kingdom taxation and irrespective of the accounting treatment to be adopted by the Hirer in respect of the hire of the Equipment, the Hirer is not entitled to claim capital allowances in respect thereof; and

7.13 to pay all licence duties, fees or other charges payable in respect of the Equipment during the Rental Contract whether such duties are charged upon the Company or on the Hire; any such charges paid by the Company will be reimbursed on demand by the Hirer. If the Hirer commits any breach of obligations placed on it by these Conditions the Company may in addition to any legal or equitable remedies available to it immediately terminate the Contract and the Hirer shall indemnify the Company against any liability, loss, cost or expense which the Company incurs in relation to any such breach.

## **8. Risk of Loss or Damage**

8.1 Loss of or damage to the Equipment shall not discharge the Contract nor affect the Hirer's liability to make payments under it. Risk of loss of or damage to the Equipment under a Contract shall, unless otherwise expressly stated in the Schedule, be borne by and remain with the Hirer until the Equipment is delivered back to the Company (provided that if it is agreed to check the Equipment at the Hirer's premises prior to collection by a carrier, risk in the Equipment shall pass to the Company upon collection by the carrier).

8.2 Where Equipment is at the Hirer's risk pursuant to clause 8.1 and is lost or damaged in transit, the Company shall invoice the Hirer for such loss or damage within 7 days of the loss or damage becoming apparent.

8.3 Unless it has been expressly stated in the Schedule that the risk of loss of or damage to the Equipment shall be retained by the Company, if the Equipment becomes a total or constructive total loss for any reason the Hirer shall pay the Company on demand such sum as equals the

manufacturer's then current list price for goods which at the time are the same as or the closest available equivalent to the Equipment.

8.4 The Hirer shall notify the Company immediately of any event which may give rise to a claim under any insurance policy covering the Equipment and shall not agree the settlement of any claim without the agreement of the Company; if, the Equipment being insured by the Hirer pursuant to clause 7.10, the Equipment is returned to the Company or if the Company recovers possession of the Equipment, the interest of the Hirer in any insurance effected by the Hirer under clause 7.10 shall vest absolutely in the Company who shall be entitled to the full benefit of such insurance including any claims which may be outstanding at the time of such return or recovery of possession;

8.5 If the Hirer receives any insurance payments from any insurer of the Equipment (whether the Company's insurer or its own) the Hirer shall instruct the insurer that such insurance payments received in respect of the Equipment shall be paid to the Company and the Hirer hereby irrevocably appoints the Company its agent to receive the money and authorises the Company to give a good discharge to the insurer therefore.

8.6 If it is expressly stated in the Schedule that the Company retains the risk of loss of or damage to the Equipment during the Rental Period, the Hirer shall:

(a) not do or refuse to do anything likely to invalidate any insurance maintained by the Company;

(b) be responsible for the damage waiver specified in the Schedule but the Company waives its right to recover from the Hirer reimbursement in excess of such amount of the manufacturer's then current list price for goods which at the time are the same as or the closest available equivalent to the equipment provided that the Hirer is not in breach of any provision of these Conditions;

(c) if the Equipment is damaged or lost by reason of the Hirer's or its agents', servants' or representatives' wilful damage, negligence or lack of reasonable care, pay the Company on demand such sum which equals the manufacturer's then current list price for goods which at the time are the same as or the closest available equivalent to the Equipment.

## **9. Liability**

9.1 The Hirer expressly acknowledges that the Company is not the original manufacturer or supplier of the Equipment, and that the Equipment has been selected by the Hirer as suitable for its purpose. The Hirer accordingly agrees and acknowledges that all conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded to the fullest extent permitted by law;

9.2 Nothing in these terms and conditions or any Contract of Sale shall exclude or limit our liability for: death or personal injury arising from our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be limited or excluded by law.

9.3 Subject to Clause 9.2, we will not be liable to you under any statute or in contract, tort or otherwise for any:

(a) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings;

- (b) indirect or consequential loss or damage;
- (c) damage remedied by us within a reasonable time,(in relation to any Onsite Warranty Upgrade Plan we provide to you);
- (d) loss suffered that is avoidable through your reasonable conduct, including (where applicable) you backing up all data available and following our reasonable advice in relation to any Services we provide to you;
- (e) loss or expense resulting from a delay in delivering or installing the Rental Equipment; and/or
- (f) loss, injury or damage due to any defects in the Rental Equipment, or any part thereof, which arises out of or in relation to these terms and conditions or any Contract of Sale.

9.4 Subject to Clause 9.2, our total aggregate liability to you under or in connection with each Contract of Sale (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the total price payable by you under that Contract of Sale.

## **10. Sale of Equipment**

10.1 The sale will become effective upon receipt by the Company of an official purchase order from the Hirer.

10.2 Unless explicitly expressed otherwise in writing by the Company the product is sold as seen and without warranty.

10.3 Title will only pass to the Buyer when payment has been made to the Company of all sums due to it for the Equipment and/or under any other contract between the Buyer and Company on any account whatsoever. If payment has already been received in full, then title passes to the Buyer upon delivery.

## **11. Termination**

11.1 Without prejudice to its other rights, the Company may, by notice in writing, terminate the Contract upon the occurrence of any of the following events:-

- (a) if the Hirer shall be in breach of any of its obligations under the Contract;
- (b) if the Hirer ceases or threatens to cease to carry on business or is subject to any legal proceedings in which its solvency is in question or has any process of distress or execution levied against it or calls a meeting of, or enters into any composition or arrangement with, its creditors;
- (d) if, the Hirer being a company, any resolution or petition to wind up such company shall be passed or presented or if a receiver, administrative receiver or administrator shall be appointed over the whole or any such part of such company's undertaking, property or assets.

11.2 Termination of the Contract for any reason shall be without prejudice to any rights of the Company which have accrued hereunder up to the effective date of termination.

11.3 Upon termination of the Contract the Hirer shall:-

- (a) at its own risk and cost, return the Equipment to an agreed location and if the Hirer shall fail to return the Equipment within a reasonable time of being requested so to do the Company may retake

possession of the Equipment and is authorised to enter any premises occupied by or under the control of the Hirer for this purpose; and

(b) in line with Clause 4.1 pay on a pro rata basis until the equipment is returned plus the costs incurred by the Company in locating and/or recovering the Equipment or payments due.

## **12. Cancellation**

12.1 A contract may only be cancelled prior to the delivery of the Equipment by the agreement in writing of both parties and upon the payment to the Company of such amount that may be necessary to indemnify the Company against all loss (including without limitation loss of profit and the cost of all labour and materials used or appropriated to the Contract) resulting from the said cancellation.

12.2 Without prejudice to condition 12.1 the Company also reserves the right to make a cancellation charge equal to 15% of the rental charges due hereunder.

12.3 Once the Equipment is delivered the Hirer must pay for the whole of the agreed Rental Period even if the Equipment is returned early.

## **13. Notices**

Any notice to be given by either party to the other shall be in writing and may be served either by delivering it by hand or sending it via email from an authorised representative.

## **14 General**

14.1 We will not be liable to you for any breach of our obligations under these terms and conditions or any Contract of Sale to the extent that the breach is due to circumstances beyond our reasonable control, which shall include, without limitation, wars, acts of terrorism, labour disputes, shortages of materials or labour and problems with our sub-contractors. If any such delay occurs in relation to a Contract for Sale of Services, we will be entitled to a time extension for the performance of the relevant Services. If any such delay lasts more than two months, either party will be entitled to terminate the relevant Contract for Sale in relation to the affected Services.

14.2 No third party (which term includes your end customers) shall have any rights under or in connection with these terms and conditions or any Contract of Sale by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.3 If at any time any provision of these terms and conditions or any Contract of Sale is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions or any Contract of Sale.

14.4 Any failure by us to enforce at any time any term or condition under these terms and conditions or any Contract of Sale shall not be considered a waiver of our right thereafter to enforce each and every term and condition of these terms and conditions and any Contract of Sale.

14.5 Any variation to a Contract of Sale will only be effective if the variation is recorded in writing and signed by an authorised representative of you and us. The variation will take effect from the date of last signature.

14.6 These terms and conditions and each Contract of Sale are governed by and shall be construed in accordance with English law and, except as set out in Clause 14.7, you and us hereby submit to the exclusive jurisdiction of the English courts.

14.7 If you fail to pay us on time for any monies due to us under these terms and conditions or any Contract of Sale then you acknowledge and agree that we may bring a claim against you for non-payment in any jurisdiction in which you or your assets are located.