

## TERMS & CONDITIONS

These terms and conditions apply to rental customers only. Please read these carefully before you sign the Agreement

### DEFINITIONS

Wherever these words and phrases appear in the Agreement, they will have the following meanings:

- a) Agreement:** This hire Agreement including the particulars set out overleaf and these terms and conditions under which you have hired Equipment with Us.
- b) Arrangement Fee:** The charge described as such in the Key Financial Information.
- c) Authorised Representative:** A representative approved by Us to repair and deliver the Equipment.
- d) Equipment, Goods:** The Equipment or Goods hired by You described as Goods in the Key Financial Information including renewals or replacements of such Equipment or Goods, and their component parts and all accessories.
- e) Equipment Failure:** Actual or apparent breakdown or faulty workings of any of the Equipment arising from a mechanical or electrical fault and not arising from loss or damage that You are obliged to insure against in clause 8.2.
- f) Key Financial Information:** The Information set out overleaf in the section headed "Key Financial Information".
- g) Minimum Period:** The minimum duration of the Agreement, which is set out in the Key Financial Information.
- h) Rentals:** The hire payments and other charges and payments set out in the Key Financial Information.
- i) Waiver:** The waiver by Us (on the terms set out in clause 8.3) of Your obligation contained in clause 8.2 to insure the Goods.
- j) We, Us, Our:** The Company described as the owner overleaf, or any Company to whom We may assign its rights under the Agreement.
- h) You, Your:** The customer hiring the equipment described as the hirer overleaf.

#### 1. Hire of the goods

We agree to hire to you, and you agree to take on hire, the goods for the Minimum Period, which shall commence on the date of signature of this Agreement by our Authorised Representative and thereafter until expiry of the period of notice, which may be given under clause 9. The actual brand and model may be different from that described overleaf, although the size and condition will be as described. The brand, model and serial number will be set out in the delivery note which will be signed by the Hirer (with a copy given to You) at the time of delivery.

#### 2. Payments

- 2.1 The Arrangement Fee and the first month's Rental must be paid when, or before You sign this Agreement.
- 2.2 The remaining Rentals must be paid as specified in the Key Financial Information.
- 2.3 It is essential that You make all payments in full and on time. If You pay by post, You will be responsible for any payments lost in the post.
- 2.4 Rental payments must be paid by one of the following methods of payment, Direct Debit, Standing Order, Cheque, Payment Cards and Credit card.

#### 3. Varying Rentals

- 3.1 We may vary Rentals from time to time:
- If the rate of VAT is changed.
  - With effect from the end of the Minimum Period or anytime thereafter upon not less than thirty days notice, in writing, of such variation.

#### 4. Default Interest and other enforcement rights

- 4.1 We may charge interest on any sums payable under this Agreement which are not paid on time at the rate of 3% above the Bank of England Base Rate from the date the sum was due until payment in full is made. We may charge You interest even after We have received a court judgement against You.
- 4.2 You agree to pay Us any charges or costs shown in the Key Financial Information section over the page which may become payable by You, including Our reasonable legal costs for enforcing this Agreement.

#### 5. Ownership of the Goods

The Goods will remain Our property at all times.

#### 6. Your responsibilities

- 6.1 You must ensure that the goods are kept clean and are used carefully and properly in accordance with the manufacturer's recommendations and instructions.
- 6.2 You will be responsible for replacing any batteries supplied with the Goods.
- 6.3 If the Goods require a licence by law, You must keep them licensed at all times. You must, when We ask, make the licence or payment receipt available for Us to inspect.
- 6.4 You must keep the Goods safely at the address shown overleaf. You must not remove them without obtaining Our written consent. If We consider it appropriate, an Authorised Representative must be used at Your cost to remove the Equipment.
- 6.5 If You are going to move address, You must let Us know, in writing, Your new address and contact numbers and seek Our permission to move the Goods to Your new address, before you move.
- 6.6 You must allow Authorised Representatives access to the Goods at all reasonable times.
- 6.7 You must obtain approval for the installations of Goods, which may be needed from the landlord or landowner of Your premises shown overleaf. You shall be liable for all of Our reasonable losses, costs and expenses arising as a result of failure to obtain such approval, including any claim against Us by the landlord or landowner.
- 6.8 You must not allow any of the Goods out of Your possession and You must not sell, charge, mortgage or otherwise dispose of any the Goods or otherwise use the Goods as security for any loan.
- 6.9 It is Your responsibility to insure against damage caused by the Goods normally covered under a house and contents insurance policy and we do not accept liability for any such damage, including without limitations, damage caused by water escaping from the goods.
- 6.10 You must not allow anyone except an Authorised Representative to interfere with any of the Equipment or try to repair it.
- 6.11 You must not remove the Equipment from Your premises shown overleaf without first obtaining written consent. If We consider it appropriate, an Authorised Representative must be used at Your cost to remove the Equipment.
- 6.12 You must notify Us within a reasonable period of time of any loss or damage of or disrepair to the Equipment even if it is not due to Equipment Failure.

#### 7. Liability

- 7.1 Where You are hiring the Goods as part of Your business, all warranties, promises or representations as to the quality or fitness for purpose of the Goods are hereby excluded from this Agreement.
- 7.2 We will install the Goods at Your address shown overleaf and connect the Goods to the appropriate services. You must at Your expense ensure the appropriate services are available for Us to connect into without having to carry out any work on Your property.
- 7.3 We shall have no liability to You for:
- Any loss of or poor quality reception
  - Failure to record or substandard recording whatever the cause
  - Any lack of playback or substandard playback from Goods used for recording
  - Any loss of data stored on the goods whatever the cause
- 7.4 Our liability for the loss of data, programmes or other information stored on hard drives, videotapes, disks or other materials used for recording howsoever caused shall be excluded completely where it relates to Your business.
- 7.5 Nothing in this Agreement shall exclude Our liability for fraud, death or personal injury. Nothing in condition 7.3 will exclude Our liability for any misrepresentation made by Us or Our employees or agents unless You are hiring the Goods for the purpose of Your business.

#### 8. Repair and Insurance

- 8.11 Unless You are in breach of Your obligations under condition 6, or unless the provisions of condition 8.2 apply, and provided You are up to date with Your Rental payments, We will be responsible for repairing or replacing the Goods in the event of breakdown or faulty operation. In order that we can carry out such repair, You must notify us within a reasonable time of the breakdown or fault arising and allow Our Authorised Representative full access to Your premises and the Goods in order to examine or repair them. Our Authorised Representative may decide to remove the Goods for repair, in which event You will be supplied (either temporarily or permanently) with replacement Goods of a type and model at least equivalent to those being replaced.
- 8.2 You are responsible for keeping the Goods insured at all times against theft, accidental damage and other usual household contents insurance policy risks. You must insure the Goods in their full current retail value and, upon request, show Us the current valid insurance certificate. If the Goods are damaged or stolen, You will be responsible for the cost of repair or replacement. Rental payments will continue to be payable. When You pay Us the insurance monies, We will carry out the repair or replacement as necessary.
- 8.3 As an alternative to insuring the Goods under condition 8.2, You may choose to pay Us the Theft and Accidental Damage Waiver fee specified overleaf. If You do this and are up to date with all Your payments, You will not be obliged to insure the Goods under conditions 8.2 and We will be responsible for repairing or replacing the Goods as set out in condition 8.1 in the event of theft or accidental damage to the Goods.

#### 9. Termination

- 9.1 You or We may end this Agreement at any time after the end of the Minimum Period by giving not less than 30 days' notice in writing, such notice to run from the Rental payment date falling on or after the date of the notice.
- 9.2 We will assume that You refuse to comply with the terms and conditions of this Agreement, and We will be entitled to end this agreement and take back the goods after giving You 7 days notice if:
- You are in breach of any conditions 3.5 or 6 or commit any other material breach of Your obligations under this Agreement.
  - You provided false information to enter into this Agreement
  - You are a business and You stop trading or You are a partnership and the partnership is ended.
  - You are subject to a bankruptcy petition, voluntary arrangement or any other insolvency procedure.
  - We believe that the Goods are in at risk of loss or long term damage.
  - The Goods are lost, stolen or damaged except where We are obliged to repair or replace them or where the loss, theft or damage is caused by Our wrongful actions.

Any notice We serve You will be in compliance with the Consumer Credit Act 1974.

#### 10. Your liability if We end the Agreement

- 10.1 All Rentals must be paid up to the date the Agreement ends plus the Rentals which would have become due up to the end of the Minimum Period had the Agreement not ended prior to the end of the Minimum Period.
- 10.2 If You fail to return the Goods, or part of the Goods, We (or Our agents) shall have right of access to the premises where the Goods are located in order to recover possession of them.
- 10.3 Alternatively You shall pay compensation to Us for the value of the unreturned Goods, together with all reasonable costs and expenses incurred by Us in repossessing the Goods
- #### 11. General
- 11.1 References to any Act or regulation include any amendments to that Act or regulation.
- 11.2 The headings in the Agreement are for reference purposes only and do not limit or affect its interpretation.
- 11.3 If at any time We allow You to do something, which is against any of the terms and conditions of this Agreement, this will not prevent Us from insisting that You strictly follow the terms and conditions at any later time.
- 11.4 A notice or document under this Agreement may be given or served by hand delivery, by post, by recorded delivery, by email or by fax:
- on You at Your address stated in this Agreement or Your last known address;
  - on Us at Our address stated in this Agreement or other address notified by Us to You.

- 11.5 English law will apply to this Agreement. If You entered into this Agreement in Scotland, words that are not in current use in Scotland will have their nearest equivalent meanings.
- 11.6 If any of these conditions or any part of these conditions shall be void or invalid or unenforceable then the remainder of these conditions shall nevertheless be valid and enforceable.
- 11.7 We may transfer Our rights and responsibilities under this Agreement to another person. This will not take away any of Your rights and responsibilities under this Agreement. You may not transfer any of Your rights and responsibilities under this Agreement to another person.
- #### 12. Rights of other people
- Nothing in this Agreement will give any person, other than You or Us (or anyone who takes over from Us or any person We have transferred Our rights to under this agreement), any rights under this Agreement.

#### YOUR RIGHT TO CANCEL

You have a right to cancel this Agreement. You can do this by sending or taking WRITTEN notice of cancellation to Us at the address shown over the page. You have FIVE days starting with the day after You received this copy. You can use the form provided.

If You cancel this Agreement, You will be returned any money You have paid, goods given in part exchange (or their value) and property given as security. You will not have to make any further payment.

If You already have any Goods under this Agreement, You should not use them and should keep them safe. (Legal action maybe taken against You if You do not take proper care of them.)

**Note: Your notice of cancellation will not affect your contract for insurance.**

#### USE OF THE INFORMATION

In connection with this Agreement We will carry out a credit check and credit scoring exercise with one or more licensed credit referencing agencies. We will also record details of how You conduct this account with an agency. This information will be used by other lenders in assessing application for credit by You and members of Your household and for occasional debt tracing and fraud prevention agencies. If You provide false or inaccurate information and We suspect fraud, We will record this. We and other organisations may use and search these records to 1) Help make decisions about credit and credit related services, for You and members of Your household. 2) Trace debtors, recover debt, prevent fraud and manage Your. 3) Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity. If You want to receive details of those credit reference and fraud prevention agencies for whom We obtain and with whom We record information about You, write to Us at the address overleaf. You have the right to these details.

#### USE OF ASSOCIATED RECORDS

Before entering into this Agreement We may search records at credit reference agencies, which may be linked You, Your spouse/partner, or other persons with whom You are linked financially. For the purposes of the application or this Agreement You may be treated as financially linked and You will be assessed with reference to "associated records". Where any search or application is completed or Agreement entered into involving joint parties, You both consent to Us recording details at credit reference agencies. As a result an 'association' will be created which will link Your financial records and Your associate's information may be taken into account when a future search is made by Us or another lender, unless You file a "disassociation" at the credit reference agency.