

TERMS AND CONDITIONS FOR EQUIPMENT RENTAL

1. This Rental Agreement contains the entire agreement between the parties hereto and supersedes all prior understandings or agreements.
2. All Hirers must complete and sign a rental agreement Contract acknowledging these Terms and Conditions.
3. Any time or indulgence granted by the Owner to the Hirer shall not effect the enforcement of the strict rights of the Owner under this agreement.
4. James I.T. Solutions is hereinafter referred to as the "Owner."
5. The person(s) or corporate body entering into a rental agreement with the Owner is hereinafter referred to as the "Hirer."
6. The equipment which is provided to the Hirer under the Rental Contract includes all physical items of hardware, cables, documentation, accessories and packing delivered to the Hirers and is hereinafter referred to as the "Equipment."
7. The Contract between the Owner and the Hirer for the supply and rental of the Equipment is hereinafter referred to as "The Contract."
8. The provision of the Equipment by the Owners to the Hirer for the Hirer's use for an agreed period and at an agreed cost and subject to these Terms & Conditions is hereinafter referred to as the "Rental."
9. The Contract shall commence on the day of delivery when the contract is signed.
10. The minimum term of the Contract is twelve (12) calendar months.
11. Should the Equipment not be made available for collection by the Hirer upon the contractually agreed termination date, the Hirer is responsible for continued costs at the relevant rates as detailed in the Contract.
12. Should the Hirer return or make the Equipment available mid term, the Owner reserves the right to charge the Hirer the full term costs detailed in the Contract.
13. Charges for the hire of the Equipment shall be payable at the monthly rates specified in the Contract.
14. Payment of the first month's rental shall be made on delivery of the equipment when the contract is signed.
15. Following the initial payment, thereafter terms are based on payments made monthly. Such payments to be made by bankers' standing order.
16. Failure to make payments at the appropriate time during the rental term may, at the discretion of Owner, result in the termination of the Rental Contract.
17. Prior to accepting any order, the Owners may at their discretion request references.
18. The Hirer shall satisfy himself that the Equipment as supplied corresponds to the Delivery Note and is in working order.
19. Any part of the Equipment found to be faulty, or not found to correspond with the Delivery Note, shall be notified to the Owners within one working day of receipt of the Equipment. Failure to do so will render the Hirer responsible for the payment of the hire up to the time of notification.
20. It is the Hirer's responsibility to ensure that the Equipment as supplied is, if necessary, compatible with existing installations, and is suitable for all the Hirer's requirements.
21. The Owner reserves the right to substitute the Equipment proposed for the Rental with alternative Equipment of an equal or higher specification.
22. On termination of the Contract the Hirer may not substitute any Equipment delivered by the Owner.
23. The location of the Equipment, during the Rental, shall remain at the delivery address and should only be relocated upon completion of a Change Of Location form.
24. The Owners should be granted access to the premises where the Equipment is located at all reasonable times and with reasonable notice to inspect, maintain or remove the Equipment under the terms stipulated herein.
25. The Equipment shall not be altered, modified or adjusted without the Owners' prior written consent.
26. The Hirer shall at his own expense keep the Equipment in good condition and not subject it to any misuse or wear and tear over that consistent with normal and reasonable use, maintaining where applicable the manufacturers' recommendations.
27. In the event of Equipment failure the Owner requests immediate notice from the Hirer.
28. In the event of Equipment failure the Owner will make every endeavour to repair or replace said Equipment with the same or comparable, within one working day, at no charge to the Hirer.
29. Should the Hirer not provide the Owner with the opportunity to rectify the failure, the Owner reserves the right to pass on the full rental costs relating to the said rental contract.
30. Should the Equipment failure prove to be due to misuse or the fault of the Hirers existing Equipment, the Owner reserves the right to pass on the said repair costs and engineering charges to the Hirer.
31. During the Rental it is the responsibility of the Hirer to effect and keep in force insurance of the equipment against loss or damage by fire or theft or accident to the full value of the Equipment. The Hirer shall also be liable for any deductible or loss not covered by any such insurance policy.
32. In the event of loss or damage, the rental charge for the equipment shall continue until the fully repaired or replaced equipment is returned to the Hirer.
33. In the event of any loss or damage it is the responsibility of the Hirer to notify the Owner immediately in writing.
34. It is the responsibility of the Hirer to make good to the Owner all loss or damage to the Equipment.
35. It is the responsibility of the Hirer, upon termination of the Contract, to keep all Equipment safe and free from damage until collection is made by the Owner or the Owners agents.
36. All equipment supplied by the owners and not recovered will be reported stolen.
37. Upon return of the Equipment the Owner will inspect the Equipment for any loss or damage.
38. If any loss or damage is discovered, other than fair wear and tear, then the Owners shall notify the Hirer of such loss or damage within a reasonable time.
39. If any loss or damage is discovered, the Hirer shall be responsible for compensating the Owners for any costs incurred in repairing or replacing the Equipment and any loss of revenue to the Owners whilst the Equipment is not available for hire.

40. In the event the Hirer disputes the costs or liability and wishes to inspect the Equipment, the Hirer must give notice in writing of his intentions within 48hours of the Owners initial report. The Hirer must then inspect the Equipment within 7 days of giving notice of his intentions, otherwise the Hirer must accept the valuation costs notified to him by the Owners.
41. All software and associated documentation supplied is the property of the Owners.
42. All Software and documentation supplied by the Owner is subject to copyright Law.
43. The Hirer is granted the right to use the Software only for the term of the Contract.
44. The Software shall only be used as part of the Equipment with which it is rented.
45. In the event the Hirer wishes to terminate the Rental whilst within the Contract period, prior to the expiry date, the Owner reserves the right to enforce a cancellation charge equal to 100% of the rental charges due under the Rental Contract.
46. The Owner may terminate the Rental if the Hirer is in breach of these Terms & Conditions, or is in default of any payment due, or in the Owners view may become in breach or default during the Rental.
47. In the event of the Owners terminating the Rental they shall be entitled to enter the Hirer's premises and remove the Equipment without notice to the Hirer.
48. The Owners are hereby indemnified by the Hirer in respect of any damage or loss to the Hirer or any third party resulting from the exercise of the Owners of their rights herein reserved. This shall include the Owner recovering all amounts outstanding and payable as a result of such action.
49. The Hirer expressly acknowledges that the Owners are not the original manufacturer or supplier of the Equipment, and that the Equipment has been selected by the Hirer as suitable for its purpose.
50. 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.
51. The Owner accepts no liability for any damage, loss, injury, or death or from any claim or proceedings arising from the said rental contract, other than where death or personal injury arises from their proven negligence.
52. The Owner shall not be liable for repairing, maintaining or replacing equipment which is used in conjunction with the Equipment, and which is not subject to this agreement.
53. The Equipment is and shall remain the sole property of the Owners.
54. Any dispute between the Owners and the Hirer arising from the Rental of the Equipment or these Terms & Conditions shall be subject to English Law.
55. Delivery will be made to the premises stipulated by the Hirer and detailed as the equipment location on the completed Contract.
56. Delivery will take place during Monday to Friday between the hours of 9.00am to 5.30pm unless otherwise agreed.
57. All times or dates quoted for delivery of the equipment are given in good faith but without any responsibility on the part of the Owners.
58. Should the Hirer wish to make their own arrangements to collect the equipment, insurance of the equipment during transportation is the responsibility of the Hirer.
59. The Owner will arrange collection of the Equipment from the location detailed on the completed Contract or the Change Of Location form during Monday to Friday, between the hours of 9.00am to 5.30pm.
60. Where possible the Owner will collect the Equipment on the next working day immediately after the termination date.
61. All packaging supplied with the Equipment shall be held by the Hirer during the period of the Rental and shall be used to re-pack the Equipment for its safe return to the Owners.
62. If the original packaging is not used for the safe return of the goods, the Owner will not accept liability for any damage incurred to the Equipment during transportation.
63. The Owner will undertake to report any damage to the Hirer within 24-hours of its arrival back to the Owner premises.

DECLARATION

YOU MUST READ THIS BEFORE SIGNING BELOW

To the best of my knowledge the information I have provided in connection with this Rental Contract, whether in my own hand or not, is true and I have not withheld any relevant facts. I understand that non-disclosure or misrepresentation of relevant information could cause the Owner to cancel the Contract. I have read and understand the above statements and confirm that they are correct.

By signing below I agree to fully comply with all of the Terms and Conditions contained herein.

OWNER DETAILS

NAME: JAMES I.T. SOLUTIONS
ADDRESS: 20 BROADWELL DRIVE
LEIGH
LANCASHIRE

POST CODE: WN7 3NE
TEL: 07814979420

DATE:

SIGNED:

MICHAEL JAMES

HIRER DETAILS

NAME: _____
ADDRESS _____

POST CODE: _____
TEL: _____

DATE: _____

SIGNED: