

### 1. These Special Terms

These special terms form part of the Equipment Rental Agreement.

### 2. Other Terms that Make Up this Agreement

The clauses of our Terms of Business make up part of this agreement except where they are inconsistent with these special terms. We recommend that you make yourself familiar with the clauses of our Terms of Business. They cover such things as:

- our promises to you
- your duties to us
- our fees and invoicing procedures
- your ability to ask for compensation from us
- exclusion and limitation of our liability
- other general terms of the relationship between us both.

Please tell us if you want a free copy of our Terms of Business by calling us on 07 3765503

### 3. Our Equipment Rental Service

We will rent the equipment detailed in the Equipment Schedule ("the equipment") to you as long as you:

- pay our fees; and
- have the right to occupy the premises where the equipment is to be installed

The equipment always belongs to us.

We promise that the equipment we rent to you:

- will be safe, durable, free from defects and of good appearance and finish;
- will be fit for all the purposes for which that type of equipment is normally provided;
- will do everything we say it will do and everything you tell us that you want it to do (so long as you tell us in writing before we both sign this agreement);
- is free of any undisclosed security and is able to be rented to you by us;
- may be enjoyed by you without interference from us if you meet all your duties to us;
- will be as we describe and demonstrate it to you.

### 4. Installing the Equipment

We will install the equipment for you.

These are the things you need to do before we install it:

- provide suitable places for it to be installed;
- make sure it will be protected, for example, provide proper lighting, air conditioning and meet any other special requirements we tell you about;
- provide anything else we need to make it work, for example, a working power and telecommunications system and approved wiring;
- get any consents we need to install it and connect it;
- provide safe conditions for us to install it.

We will then install the equipment so that it can be used for the provision of visual display communications services to you. We will do this on the installation date.

### 5. Training

We will show the people you tell us, how to use the equipment once we install it. We will do this free of charge. We can provide further training services at your cost if you need them.

### 6. Protecting The Equipment

It is your duty to protect the equipment from any interference and any other risks. **We suggest you talk to your insurer about insuring it against risks.**

### 7. Fixing Faults

For our rental fee we will fix faults occurring through normal wear & tear, a defect in design, materials or manufacture.

When you report or we detect a fault we will begin to fix it as soon as we reasonably can. We can normally begin the fixing process within 2 hours after you report or we detect the fault.

If we do not fix a fault within 2 hours after you report it, you may ask for a refund of our rental fees for the equipment for each day it does not work because of that fault. A refund is not available where the fault is caused by you or anyone you are responsible for, or the delay in fixing it is caused by events beyond our control.

Please make sure you ask for the refund 1 week after we fix it.

Fees apply when we investigate anything not covered by the rental fee.

### 8. Our Fees

During the time you rent the equipment from us you must pay the rent we charge. It is normally payable 1 month in advance. The rent will change if we both agree to change the equipment, or you continue renting it after the end of the minimum rental term. The rental begins on the date we tell you that the equipment is ready to be used by you. You must pay the installation fees set out in the Rental Details. You can pay them in 1 sum on the installation date or if we agree, spread the payment over the minimum rental term by monthly payments starting on the date we tell you the equipment is ready to be used by you.

### 9. Rental Terms

Renting of the equipment begins on the date we advise you the equipment is ready to be used by you and continues until the end of the minimum term. After that, unless either of us tells the other to the contrary, we both agree to continue renting it.

You may stop renting the equipment at any time if you tell us 1 month before you want to do so. If you tell us this before the end of the minimum rental term then we may charge you a cancellation fee. This is because our monthly rental fee is calculated on the assumption that you will rent the equipment for the minimum rental term.

The cancellation fee is:

the amount of the rental and all other fees payable to the end of the minimum rental term;  
*minus* an amount equal to the benefit we derive by receiving the fees earlier than we would expect;  
*plus* our fees for removing the equipment;  
*minus* the market value of the equipment at the date of removal.

We may stop renting the equipment at any time after the end of the minimum rental term, if we tell you 1 month beforehand. We may stop renting the equipment to you if you do not meet any of your duties to us under this agreement. You will need to pay the cancellation fee if this occurs.

When you stop renting the equipment from us, or propose to stop occupying the premises where it is situated, you must tell us beforehand and return the rented equipment. As the equipment is highly delicate and technical you must allow us to remove it. If the equipment is not returned, we will continue to charge you rental for it. You must obtain any consents we need and allow us to enter the premises where the equipment is situated, so that we can remove it.

### 10. Altering these Special Clauses

We may alter or remove the special clauses of this agreement or add new ones. The way we change our terms of business is set out in that document.

**If you want to ask about this Agreement or anything in connection with it call us on 07 3765503 we will be pleased to help you.**