



# TERMS & CONDITIONS OF RENTAL AGREEMENTS

The customer agrees to rent from PC Rentals Limited the equipment listed on the Rental Agreement under the following terms and conditions:

## 1. RENTAL PERIOD

- (a) The rental period commences on the date of delivery and finishes at 3:00pm on the day before the anniversary of the Rental Agreement unless otherwise specified by PC RENTALS LIMITED.
- (b) If rental equipment cannot be returned in rentable condition because of damage or theft the rental period will finish on the date the equipment is replaced by the customer or an invoice for replacement is paid.

## 2. PAYMENT

The Customer shall pay the rental charge as well as any other related charges as noted on the Rental Agreement.

- (a) For rental periods less than one month the payment shall be made before delivery unless a trading account has been established.
- (b) For rental periods longer than one month the first payment shall be made as per clause 2(a). Subsequent payments shall be made upon receipt of a PC RENTALS LIMITED invoice.
- (c) Credit for early return is not usually given.
- (d) Trading accounts not settled by the 20<sup>th</sup> of the following month may be charged interest at the rate of 1.5% per month.
- (e) Should PC RENTALS LIMITED engage an agent to effect collection of rental equipment or outstanding debts the customer agrees to pay the cost of collection in addition to the outstanding debt.

## 3. CUSTODY

- (a) The equipment shall remain the property of PC RENTALS LIMITED and the Customer shall not sell, exchange, pledge or part possession with the equipment.
- (b) The Customer shall not service or repair the equipment nor deface or remove any identification from the equipment.
- (c) The Customer shall notify PC RENTALS LIMITED immediately of any loss or damage to the equipment.
- (d) The Customer is responsible for the safe custody of the equipment and accessories and shall be liable for any loss, theft or damage to the equipment however it has been caused. The customer shall provide proof of insurance if requested.
- (e) The amount to repair or replace the damage or loss, plus lost rental revenue, is at the sole discretion of PC RENTALS LIMITED.

## 4. DELIVERY & RETURN OF EQUIPMENT

Delivery and return of the equipment shall be at the cost and liability of the Customer. If required, PC RENTALS LIMITED will ship the equipment at the Customers expense.

## 5. WARRANTY

PC RENTALS LIMITED warrants that the equipment functions in accordance with the manufacturers

specifications. PC RENTALS LIMITED is not responsible or liable for the failure of the equipment to perform the task for which it was rented by the Customer. PC RENTALS LIMITED shall, at its own expense, repair or replace faulty equipment at the earliest possible time. Work carried out for causes other than hardware failure will be charged to the customer.

## 6. ASSIGNMENT

The agreement and the rights pertaining therein shall not be assigned by the customer to any other party.

## 7. DEFAULT

The Customer shall be in default of the Agreement and PC RENTALS LIMITED shall be entitled to enter the Customers premises and repossess the equipment where:

- (a) The equipment has been damaged or is in danger of being damaged.
- (b) The Customer has breached the terms of the Agreement.
- (c) The Customer has committed an act of insolvency or bankruptcy.
- (d) The rental or related charges owing on the equipment are overdue.

## 8. RIGHT OF INSPECTION

The Customer shall allow PC RENTALS LIMITED to inspect the equipment on the customers premises at a reasonable time.

## 9. LIABILITY

- (a) PC RENTALS LIMITED shall not be liable for any consequential loss or losses due to any failure of the equipment or in the event of any breach of the Agreement by PC RENTALS LIMITED.
- (b) The Customer agrees to fully indemnify PC RENTALS LIMITED for all or any losses it may incur in respect of claims made against PC RENTALS LIMITED arising out of matters relating to the use of the equipment by the Customer or any other person during the term of the Agreement.

## 10. INTELLECTUAL PROPERTY

All rights pertaining to intellectual property including, but not restricted to, copyrights, patents and trademarks are expressly reserved. Customers shall themselves not, nor shall they authorise any breach of these rights. Any copies or articles made in breach of these rights shall be destroyed at the customers expense.

## 11. DATA SECURITY

PC RENTALS LIMITED will, whenever possible, protect the customers data security and right to confidentiality by scanning for viruses and reformatting hard disks before they are rented. The customer agrees not to hold PC RENTALS LIMITED responsible for any loss or losses arising from omission of this service.

**DECLARATION:** I have read, understood and undertake to assure compliance with the terms and conditions listed above.

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Name of authorised signatory

.....  
Signature

.....  
Date

.....  
Organisation

.....  
Position