

## ENFONIC (UK) LTD TERMS AND CONDITIONS OF HIRE

Herein "The Customer" is the person named in the Schedule as Customer. "The Owner" is Enfonic (UK) Ltd (Registration No. 07035148) whose Registered address is at: 18 Erin Close, London, SW6 1BF.

### 1. Interpretation

In these conditions except where the context otherwise requires the following expressions shall have the following respective meanings:-

"**Commencement Date**" means the date on which the Equipment is dispatched by the Owner or made available for collection by the Customer or its agents.

"**Equipment**" means the equipment described in the Schedule hereto along with any accessories and protective case supplied and each and every component part record manual and handbook for it and all replacements. The Owner reserves the right to renew or add to or substitute the Equipment from time to time.

"**Hire Period**" means the period of hire commencing on the Commencement Date and specified in the Schedule hereto and the Return date.

"**Location**" means the site designated in the Schedule hereto as the location at which the Equipment will be delivered. This is assumed to be the Customer's normal place of business unless otherwise specified by the Customer and agreed with by the Owner.

"**Hire Cost**" means the daily cost of the hire of the Equipment, any transportation charges, and any ancillary services specified in the Schedule hereto for the Hire Period and if such period exceeds the period specified in the Schedule, shall be calculated at the pro rata rate for the Hire period.

"**Return Date**" means the date the Equipment is shipped by the Customer or shipment is arranged by the Owner on the Customer's behalf, provided that a next-day delivery service is arranged and the hired equipment is received and in accordance with the Customer's obligations under the terms of this Agreement, in the same condition as when delivered and in good working order at the Owners offices the next working day.

"**Preauthorised Amount**" means a temporary hold of a specific amount of the available balance on a credit or debit card. This is used to secure a deposit for the Hire to un-approved accounts and covers the replacement value or part thereof of the Equipment on hire. The pre-authorisation is not a charge and no funds have been debited from your account. an amount may be up to the full replacement value of the hired equipment and the Customer should ensure that enough credit/ funds are available for this purpose. Payment by credit/ debit cards may be subject to additional fee of 2.5% of the invoice value at Enfonic's discretion.

### 2. ORDER/INSTRUCTION TO HIRE

- 2.1. The Owner hereby agrees to hire the list of Equipment in the Schedule to the Customer upon the terms and subject to the conditions herein.
- 2.2. The Customer agrees to accept liability for any loss or damage to the Equipment howsoever caused during the Hire Period and that are not covered by any applicable warranty. The Customer may and the Owner recommends that the Equipment is covered under an insurance policy.
- 2.3. The Customer agrees to pay the Owner for the cost of hire of the Equipment plus any additional costs associated with the hire including shipping, repairs, credit/ debit card charges etc.

- 2.4. The Customer agrees to pay for any costs of repair, etc that are necessitated by loss or damage during the Hire Period and that are not covered by an applicable Equipment Warranty. Such costs will be invoiced separately.
- 2.5. Instructions from the Customer commits the Customer into entering an agreement with the Owner and the Customer agrees to abide by these Terms and Conditions.
- 2.6. Instructions to reserve equipment are only accepted by the Owner in writing, email, fax or letter from the Customer or using the online booking system on the Owner's website.

### 3. **PRICES**

- 3.1. Prices quoted on the Owners website(s) or in writing from the Owner are standard, daily rates for a minimum of a four day Hire Period. Errors and Omissions Excepted.
- 3.2. A minimum hire & administration charge of £40.00/€50.00 excluding shipping costs applies irrespective of the Hire Period.

### 4. **HIRE PERIOD AND DELIVERY**

- 4.1. The commencement of the Hire Period is the date that the Equipment arrives at the Location or is collected from Enfonic's place of business by the Customer or their agent.
- 4.2. The Owner will use all reasonable endeavours to have the Equipment available for the Customer or their agents on the date specified in the Schedule hereto but shall not incur any liability whatsoever in the event of the Equipment not being available howsoever caused.
- 4.3. If requested by the Customer, the Owner will endeavour to ship the Equipment to the Customer in good time to arrive at the start of the Hire Period. In the event of a delay in transit, the Owner accepts no liability for any loss whatsoever and howsoever caused.
- 4.4. In certain circumstances a timed delivery can be arranged subject to the Owner's shipping agent's terms and conditions and at additional costs. With all deliveries there are no guarantees and we recommend allowing for possible delays.
- 4.5. The cost of shipment is not included in the Hire cost.
- 4.6. Liability for the Equipment transfers to the Customer as soon as the Equipment arrives with the Customer.
- 4.7. The Customer should inspect the Equipment immediately after delivery and ensure that it is fit for the Customer's purpose. Any damage to the Equipment must be communicated to the Owner without undue delay but before 24 hours after delivery.
- 4.8. Either the Owner can arrange collection of the Equipment at the end of the Hire Period or the Customer can make arrangements to return the Equipment to the Owner. If the Owner is instructed to collect the Equipment, the liability for the Equipment passes to the Owner when collected by the Owners' shipping agent otherwise liability passes only when received by the Owner subject to 4.9 and 4.10.
- 4.9. If the Owners is responsible for the Equipment's collection, the last day of the Hire Period is deemed to be the day the equipment has been collected subject to 4.10
- 4.10. If the Customer or their agent ship the equipment to the Owner, the Equipment must arrive at the Owners normal place of business or at another agreed location before 10am. If the Equipment is returned after 10am, that full day and all preceding days from the commencement of the Hire Period (including weekends) will be considered as one day's hire for the purposes of the Hire Costs.
- 4.11. If the Equipment has been damaged whilst in the possession of the Customer or their agent, the Return Date will be when all necessary repairs to the Equipment have been completed.

### 5. **CREDIT CARD PAYMENTS**

- 5.1. Payment for the Equipment hire plus any additional costs, can be made by credit/ debit card or on-account. Only those Customers with an approved account are offered 30 days payment terms.
- 5.2. Credit card payments are processed using a secure payment gateway on the Owner's website.
- 5.3. For Customer without an approved account, a Pre-authorized amount will be processed on the credit/ debit card and this amount will remain until the end of the Hire Period.
- 5.4. If the Pre-authorized amount is declined by the Customer's credit/ debit card provider, the Owner will inform the Customer without undue delay.
- 5.5. The Owner will not be obliged to make the Equipment available to the Customer unless the Pre-authorized amount is cleared by the Customer's credit/ debit card provider. In such incidences, no contract shall be entered into by the Owner and Customer.
- 5.6. At the end of the Hire Period, the full cost of the Hire Period plus any additional items will be processed in full and the Pre-authorized amount will be removed.
- 5.7. An invoice and receipt of payment will be issued to the Customer afterwards.

## **6. INVOICING TO APPROVED ACCOUNTS**

- 6.1. Invoices will be issued on completion of the Hire Period or thereafter.
- 6.2. If the Hire Period exceeds 30 days invoices will be issued after each 30 day period. Alternations from this schedule must be agreed in writing prior to the commencement of the hire.
- 6.3. Payment terms to approved accounts are strictly 30 days from the date of the issued Invoice.
- 6.4. Failure to pay within the agreed terms will be subject to interest and penalties. The interest payable by the Customer shall be on a day-to-day basis and compounded quarterly at the rate of 3% per annum above the applicable base rate on all amounts overdue until payment thereof and the rights of the Owner hereunder shall not in any way be affected by any time or other indulgence that the Owner may grant to the Customer.

## **7. HIRE CANCELLATION**

- 7.1. The Customer can cancel a Hire up to 3 working days before the agreed Hire Period is due to commence without charge. Cancellation notice must be sent by the Customer in writing, email, fax or letter. Hires are not cancelled until receipt of cancellation is acknowledged by the Owner.
- 7.2. Hires cancelled after 3 working days before the agreed Hire Period is due to commence will be charged the for the full Hire Period or for the equivalent of 4 days hire unless otherwise agreed. Shipping costs will not apply unless the Equipment has already been dispatched. The Customer will be liable for all Hire Costs including shipping costs until the Return Date.
- 7.3. If the Customer fails to cancel the Hire and fails to collect the Equipment or refuses to accept delivery of the Equipment, the Owner reserves the right to charge for the full cost of the agreed Hire Period or for the cost equivalent to 7 days hire of the Equipment, whichever is less.
- 7.4. The Owner reserve the right to cancel the hire of any agreed equipment for any reason whatsoever and does not accept any liability for financial loss or loss of reputation or any other loss due to such cancellation.

## **8. EXTENDING THE HIRE PERIOD**

- 8.1. The Customer should inform the Owner of any anticipated delay in returning the Equipment beyond the agreed Hire Period as soon as practical before the end of the Hire Period. The Owner must confirm availability of the Equipment and the Hire Period cannot be extended without such confirmation. Any such violation will be subject to a doubling of the daily Hire cost for the complete Hire Period.

**9. EQUIPMENT SET-UP/DATA LIABILITY**

- 9.1. Configuration and the correct operation of the Equipment is in every respect the responsibility of the Customer. The Owner accepts no responsibility for the validity of the measured data obtained whilst using the Equipment or for any loss of data howsoever caused.

**10. CUSTOMERS OBLIGATIONS**

10.1. The Customer undertakes and agrees:

- 10.1.1. To Pay for Hire - to pay Hire Costs & other sums due under this Agreement & in accordance with the provisions of this Agreement;
- 10.1.2. To take all reasonable and proper care of the Equipment and keep the same in good and serviceable condition (reasonable fair wear and tear excepted) and to indemnify the Owner against loss of or damage to the Equipment howsoever caused;
- 10.1.3. Manuals - to ensure that any instructions or manuals or operation guides supplied by the manufacturer or the Owner for use of the Equipment are or will prior to the Equipment being brought into use be fully understood and will be observed by the Customer and any person responsible for the use of the same;
- 10.1.4. To take such further steps as may be properly recommended by the manufacturer or may otherwise be necessary to ensure that the Equipment will be safe and without risks to health and safety when properly used by the Customer or authorised users;
- 10.1.5. Forthwith to comply in all respects with the requirements of any improvement or prohibition notice served on the Owner in respect of or relating to the use of the Equipment under the Health and Safety legislation or any statutory modification or re-enactment for the time being thereof (except only insofar as the effect of the notice is suspended on the making of an appeal against the same in accordance with the provisions of the legislation);
- 10.1.6. Only to operate the Equipment and to permit the Equipment to be operated in a skilful and proper manner and by persons who are competent to operate such goods
- 10.1.7. Not to make or cause or permit to be made any alteration amendment modification or addition to the Equipment nor (without prejudice to the generality of the foregoing) fix any label to or mark (whether by indelible or removable marker) the Equipment without the Owner's prior consent in writing and that any such alteration or modification of whatsoever kind shall belong to and become the property of the Owner and part of the Equipment;
- 10.1.8. Storage - to keep the Equipment suitably housed and in particular to keep the Equipment in conformity with any statutory requirements from time to time applicable thereto
- 10.1.9. To permit the Owner and any persons duly authorised by the Owner to enter the Location so as to inspect and/or repair the Equipment;
- 10.1.10. Not by any act or default to render the Equipment liable to any distress execution or other legal process or suffer the appointment or the presentation of a petition for the appointment of an Administrator;
- 10.1.11. Not to use or permit the Equipment to be used in contravention of any statutory provision or regulation or in any way contrary to law or for any purpose for which the Equipment is not designed or reasonably suitable;
- 10.1.12. Not to remove the Equipment from the Location and to notify the Owner in writing of any change in the Customer's address and upon the request of the Owner to inform the Owner in writing of the whereabouts of the Equipment;
- 10.1.13. If requested by the Owner to affix or cause to be affixed to the Equipment or any separate part or parts thereof requested by the Owner plates or other forms of marking indicating in terms approved by the Owner that the Equipment is the property of the Owner and is on hire to the Customer. The Customer shall ensure that such Plates remain

- so affixed and that the same are conspicuous and are at no time removed obliterated defaced or covered up;
- 10.1.14. That the Equipment shall remain the property of the Owner (notwithstanding that it may have become affixed or attached to any land or building) and that the Customer shall have no right or interest therein otherwise than as lessee and shall at no time do or permit to be done any act or thing which might prejudice or jeopardise the rights of the Owner in and to the Equipment.
- 10.1.15. To ensure all Equipment is suitably packaged for return to the Owner. The Customer is responsible for all loss or damage to the Equipment caused by unsuitable packaging whilst being returned to the Owner.
- 10.1.16. The Customer hereby expressly further warrants and represents to the Owner that:
- 10.1.16.1. The Customer has entered into this Agreement in the course of and for the purpose of the business or profession carried on by the Customer
- 10.1.16.2. The Customer has selected the Equipment as suitable for its purpose.

## 11. **OWNERS OBLIGATIONS**

- 11.1. The Owner undertakes and agrees:
- 11.1.1. Prior to the delivery of the Equipment to carry out all periodical and other maintenance requirements in respect of the Equipment; and
- 11.1.2. in the event that during the Hire Period any item of the Equipment is unusable to use its best endeavours to make an identical or similar replacement item available for collection by the Customer, after receipt of the defective item of Equipment by the Owner.

## 12. **TERMINATION**

- 12.1. If and (as relevant) on each or any occasion on which:
- 12.1.1. the Customer shall:
- 12.1.2. (being an individual) die or suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order or make any arrangement or composition with his creditors; or
- 12.1.3. (being a limited company) enter into compulsory liquidation or voluntary liquidation (not being a voluntary liquidation for the purpose of reconstruction or amalgamation only the terms of which have previously been approved by the Owner in writing); or
- 12.1.4. have a receiver or receiver and manager, or administrator appointed to any part of its assets; or
- 12.1.5. have any distress for rent or other seizure under execution or other legal process made in respect of its or his estate or assets;
- 12.2. the Customer shall fail to pay any rental or other sums payable under this agreement in full within 14 days after the same shall have become due;
- 12.3. the Customer shall commit a breach of any of the other terms or conditions of this agreement and (if capable of being remedied) shall fail to remedy such breach within 7 days after notice in writing from the Owner requiring the same;
- 12.4. the Customer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Equipment are prejudiced or put in jeopardy; then the Customer shall be deemed to have repudiated this Agreement and the Owner may thereupon or at any time within 3 months after becoming aware of the same accept that repudiation and (without prejudice to any other rights hereunder or any pre-existing liability of the Customer to the Owner and notwithstanding any subsequent acceptance by the Owner of any Hires) serve written notice on the Customer terminating this Agreement forthwith and for all purposes and thereafter the Customer shall no longer be in possession of the Equipment with the consent of the Owner and all (if any) guarantees, conditions and

- warranties assigned to the Customer in consequence of the operation of clause 4.8 shall automatically be reassigned to the Owner.
- 12.5. Upon the termination of the hiring of any of the Equipment whether under clause 12.1 above or otherwise the Customer will:
- 12.5.1. at the Customer's expense disconnect return or re-deliver such Equipment to the Owner at such place in as may be appointed by the Owner in good working order and condition (reasonable fair wear and tear only excepted) and so that if the Customer shall fail to return or re-deliver such Equipment within a reasonable time of being requested so to do by the Owner the Owner may forthwith and without any notice retake possession of such Equipment and for this purpose shall be entitled freely to enter into and upon any premises occupied by or under the control of the Customer;
- 12.5.2. be solely responsible for ensuring the safe-keeping supervision and custody of the Equipment until it is returned to or repossessed by the Owner;
- 12.5.3. without prejudice to the Owner's rights to claim damages, become immediately liable to pay to the Owner an amount comprising the aggregate of:
- 12.5.3.1. all arrears of rental and other monies accrued due and unpaid under the terms of this Agreement together with interest thereon on the basis specified in clause 6.4 of this Agreement;
- 12.5.3.2. any costs and expenses incurred by the Owner in locating, repossessing, recovering or restoring the Equipment or collecting any payments due under this Agreement or otherwise in obtaining the due performance of the obligations of the Customer under this Agreement;
- 12.5.3.3. the aggregate of all rental that would have been payable during the unexpired term of the Hire Period adjusted by such amount as the Owner shall conclusively certify is necessary, taking account of the early receipt of such sum and the tax liability of the Owner thereon on the date on which it is received, to yield to the Owner the same after-tax rate of return (calculated on the same basis as under clause 5.3 above) as it would have received if the hiring of the Equipment had not been determined; and
- 12.5.3.4. all and any other sums due under this Master Agreement.