



## TERMS AND CONDITIONS OF HIRE

### GENERAL

Clause headings in these Terms and Conditions are for ease of reference only and do not affect the construction of any provision

All Equipment supplied is of top quality

Laptops are HP, Toshiba, Apple or Acer

Mono Laser printers are supplied by HP Colour Laser printers including Lasers, MFP's , Image Scanners & cameras are from HP, Canon and Epson

Projectors are from Optoma, Epson or Acer.

Laser printer & photocopier prices are subject to a copy charge to cover toner usage of 2.5p mono and .18p colour.

Colour inkjet printers are subject to the purchase of ink cartridges at standard retail cost.

The Hirer is responsible for ensuring they have a license to use any software used on the computer other than the operating system and ore-installed tools and utilities for the duration of the hire.

Delivery and collection charges vary according to weight and distance and are payable in addition to standard hire rates. Should an Engineer technician be required onsite this can be provided at our hourly rate of £120/hr.

All prices quoted subject to Vat @ 20%

Manufacturers Trade Marks Acknowledged.

Any damage or defects to the equipment on return will be charged to the Hirer at the full cost to restore the equipment to its pre-hire condition.

## TERMS AND CONDITIONS

1. HIRE
- 1.1 JCS Computing Ltd trading as 'computerent.co.uk' ("the Owner") hereby hires to you "the Hirer") the equipment ("the Equipment") which is delivered to the Hirer and, any replacement equipment at hired by the Hirer pursuant to clause 4.3 hereof span the terms and subject to the conditions set out below.
2. COMMENCEMENT AND TERM
- 2.1 The Owner shall hire the Equipment to the Hirer from the date when the first piece of Equipment is delivered to the Hirer ("the Effective Date") and the hire of the Equipment shall continue in force for such period of time as is agreed between the Hirer and the Owner ("the Period").
- 2.2 The Owner will use its reasonable endeavor to have the Equipment delivered to the Hirer on the date requested by the Hirer ("Estimated Delivery Date") but the Owner shall not incur any liability whatsoever in the event of any delay.
- 2.3 Upon the expiration of the Period, this Agreement shall continue for another period equivalent to the duration of the Period unless determined in accordance with the provisions hereof
3. RENTALS
- 3.1 The Hirer shall pay to the Owner the rentals as agreed between them ("the Rentals") (subject to any adjustment as provided in clause 4.1) without any prior demand by the Owner.
- 3.2 The Hirer shall pay a deposit prior to the commencement of the hire period and pay for the cost of the hire in full unless credit terms have been approved.
- 3.3 All payments due hereunder (if not made by Direct Debit) shall be made to the Owner at its address stated herein or at such other address at the Owner may from time to time communicate to the Hirer. Any payments sent by post shall be at the risk of the Hirer.
- 3.4 The Hirer shall in addition to the Rentals pay to the Owner a licensing administration fee and an income monitoring fee if the amounts as agreed between them and where the Owner is not providing a cash collection service, the Hirer shall pay such fees monthly within 30 days of the date of monthly invoice.
- 3.5 The Hirer shall pay to the Owner interest at the rate of 4% per annum above the base rate of Barclays Bank Plc on all sums which from time to time may be due from the Hirer to the Owner hereunder and remain for the time being unpaid, such interest being calculated from the due date until actual payment and to be payable as well after as before any judgment obtained in respect thereof
- 3.0 The Hirer shall also pay Value Added Tax (or any other tax payable by a hirer) upon all monies due in accordance with these terms and conditions at the rate or rates for the time being in force in accordance with United Kingdom legislation in force at the tax point date.
4. REVISION OF RENTALS
- 4.1 The parties agree that the Rentals may be adjusted by such amounts by the Owner and the Hirer shall mutually agree at any time before the Effective Date in the event that between the date of this Agreement and the Effective Date (that or otherwise), an increase is announced or imposed by the manufacturer for the price of the Equipment
- 4.2 Any such revision will be notified by the Owner to the Hirer as soon as practicable and in any event on or before the Effective Date.
- 4.3 The parties may also agree that at any time during the continuance of this Agreement the Equipment may be replaced with different equipment and the Rentals adjusted accordingly and in such case this Agreement shall be read as if the equipment on hire from time to time was the Equipment hired under this Agreement and the rentals payable as adjusted from time to time were stated in this Agreement and the parties agree that in the case of such variation, they will enter into any documents necessary to formally effect such variations.
5. USE OF EQUIPMENT
- 5.1 The Hirer agrees that it will use the Equipment for the purposes of its business and will not use or permit the Equipment to be used in any manner contrary to any statutory provision or regulation.
- 5.2 The Hirer further agrees that it will not permit the same to happen without the prior written consent of the Owner
- 5.2.1 effect any mechanical and electrical works on the Equipment
- 5.2.2 remove or interfere with any painting, writing and fissures on the Equipment
- 5.2.3 remove the Equipment from the original place of installation;
- 5.2.4 damage the Equipment
- 5.2.5 use the Equipment improperly or negligently~
- 5.2.6 use the Equipment in such a way that would contravene any law or regulation relating to the use of the Equipment by the Hirer
6. DUTIES OF THE HIRER
- 6.1 The Hirer shall during the continuance of this Agreement
- 6.1.1 maintain the Equipment in a clean condition and to promptly notify the Owner of any breakdown or other irregularity affecting the satisfactory working of the Equipment
- 6.1.2 permit the Owner, its agents and all persons authorized by the Owner, to have access for inspecting and attending the Equipment at all reasonable times;
- 6.1.3 not sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of the Equipment or puff thereof or charge the benefit of this Agreement nor attempt or purport to do so;
- 6.1.4 notify the Owner in writing immediately if the Equipment is stolen or damaged.
- 6.1.5 keep the Equipment insured against third party liability;
7. DUTIES OF THE OWNER
- 7.1 The Owner shall during the continuance of this Agreement
- 7.1.1 deliver the Equipment to a place agreed between both parties for which a fee may be charged.
- 7.1.2 use its reasonable endeavor to provide a repair and maintenance service in order to keep the Equipment in good working order so that the Equipment shall be repaired or replaced provided that the Hirer is not in breach of their obligations under this Agreement
8. GENERAL
- 8.1 The Hirer shall be solely responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Owner as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Agreement
- 8.2 The Equipment shall at all times remain the property of the Owner and the Hirer shall have no rights to the Equipment other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Equipment are or may be prejudicially affected.
9. TERMINATION
- 9.1 Subject to and in addition to the termination provisions contained in Section 101 of the Consumer Credit Act 1974 (insofar as the same may apply to this Agreement) and subject further to the provisions for earlier termination as set out below, either party may determine this Agreement at the end of the Period or at the end of any subsequent period of the same duration as the Period, by giving the other not less than one nor more than two calendar months previous notice expiring at the end of the Period or at the end of any subsequent period of the same duration as the Period.
- 9.2 The Owner shall be entitled at any time to terminate this Agreement forthwith and without notice if:
- 9.2.1 the Hirer shall commit any breach of this Agreement or
- 9.2.2 any rental or other amount due under this Agreement is in arrear for 14 days; or
- 9.2.3 the Hirer shall commit any act of bankruptcy; or
- 9.2.4 a receiving order be made against the Hirer or if it enters into any arrangement or composition with its creditors or executes any assignment for its benefit or if any execution or distress is levied against it or if the Hirer being a Company, has a resolution for winding up passed or a petition to wind up is served;
- and upon such determination it shall be lawful for the Owner to retake possession of the Equipment without prejudice to its right of action against the Hirer for any breach by the Hirer of the terms of this Agreement
- 9.3 Without prejudice to the provisions of clauses 9.1 and 9.2 above, as from the due expiration of the Period, whether by expiry of time or termination of this Agreement or otherwise, until such time as the Equipment has been returned to the Owner, the Hirer shall pay by way of recompense for the continued use of the Equipment a monthly sum at the same rate per annum as the Rental payments previously due in respect thereof
- 9.4 Clause 9.3 shall not confer upon the Hirer any right to the continued use or possession of the Equipment
10. NOTICES
- 10.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post or facsimile transmission. The address for service of each party shall be the address stated above or any other address for service previously notified to the other party. A notice shall be deemed to have been served as follows;
- 10.1.1 if personally delivered, at the time of delivery
- 10.1.2 if posted, at the expiration of 3 days after the envelope containing the same was delivered in the custody of the postal authorities; and
- 10.1.3 if sent by facsimile transmission, at the time of transmission.
- 10.2 In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority or that the facsimile was transmitted on a tested line as the case may be.
- 10.3 All notices shall be in writing.
11. GOVERNING LAW
- 11.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereto submit to the exclusive jurisdiction of the English Courts