

## **SUPPLEMENTAL TERMS & CONDITIONS - RENTAL SERVICES**

These terms and conditions (the "Supplemental Terms") relate to rental services and are in addition to our Standard Terms and Conditions of Sale. By accepting these Supplemental Terms you agree to be bound by them. If you do not agree with these Supplemental Terms, you are unable to comply with these Supplemental Terms, or you do not have the power, right or authority to act on behalf of or bind your company, then you must not proceed with your order.

### **1. DEFINITIONS AND INTERPRETATION**

In these Conditions the following words shall have the following meanings:

- "Carrier" means the person, firm or organisation and its agents carrying the Equipment or collecting the Equipment on our behalf under any contract of carriage.
- "Charges" means our charges for renting the Equipment to you as set out in the Order Confirmation.
- "Collection" means our collection of the Equipment from you.
- "Contract" means our Standard Terms and Conditions of Supply for the purchase and sale of the Goods plus these supplemental Terms and Conditions which is governed by these Conditions and, if applicable, any further supplemental terms (as advised by the company from time to time) and which may be varied only by a writing signed by the duly authorised representatives of the Buyer and Seller respectively.
- "Delivery" means our delivery of the Equipment to the Premises or when you collect the Equipment from us.
- "DOA" means Dead or Defective on Arrival;
- "Documentation" means all manuals and instructions accompanying the Equipment including but not limited to manufacturer's operating instructions.
- "Equipment" means all or any equipment (including any part of parts of them) that we agree to rent to you as set out in the Order Confirmation.
- "Force Majeure" means any event outside of our reasonable control, including but not limited to, acts of God, war, terrorism, flood, fire, labour disputes, supplier and/or subcontractor delays, technology or telecommunication failures, strikes, lock-outs, riots, civil commotion and governmental actions.
- "Location" means the place where we have agreed you may store and use the Equipment as set out in the Order Confirmation.
- "Order" means your request for us to supply you with Equipment for the Rental Period in consideration of the Charges, which you make by requesting the Equipment in writing (whether electronically or otherwise) and/or orally.
- "Order Confirmation" means when we confirm our acceptance of your Order in writing (whether electronically or otherwise) by sending you a Rental Quotation Form.
- "Premises" means the delivery address you have stipulated in the Order.
- "Rental Delivery Note" means a form to be signed by an authorised representative of both parties confirming Delivery of the Equipment.
- "Rental Period" means the period of time for which you will rent the Equipment from us as set out in the Order Confirmation.
- "Rental Return Note" means a form to be signed by a representative of both parties to confirm return of the Equipment.

- "Supplemental Terms" means this document specifying the additional terms and conditions applicable to rental equipment.

- "We", "us" and "our" means Midwich Ltd a company incorporated in England and Wales (company number 01436289) whose registered office is Vinces Rd, Diss, Norfolk, IP22 4YT and is branded as PSCO.

- "Website" means our website located at [www.pSCO.co.uk/rental](http://www.pSCO.co.uk/rental)

- "You", "your" means the person, firm or organisation that places an Order with us.

### **2. ORDER ACCEPTANCE & CANCELLATIONS**

**2.1** Any Order you place will constitute an offer capable of acceptance by us. We will not be obliged to accept an Order and we reserve the right to refuse an Order without giving any reason.

**2.2** You may cancel an Order at any time prior to commencement of the Rental Period (which for the avoidance of doubt shall be deemed to begin when the Equipment is ready for collection or delivery) by giving us written notice. You agree to pay us a reasonable administration charge, in addition to a proportion of the Charges as calculated in accordance with Condition 2.3.

**2.3** If you cancel an Order, you will be liable to pay us:

**2.3.1** 25% of the Charges if you cancel within 2 weeks of the commencement of the Rental Period;

**2.3.2** 50% of the Charges if you cancel within 72 hours of the commencement of the Rental Period;

**2.3.3** 100% of the Charges if you cancel within 24 hours of the commencement of the Rental Period.

**2.4** Each Order if accepted by us shall constitute a separate severable contract.

**2.5** We shall provide the Equipment to you subject to and in accordance with these Conditions. We reserve the right to amend these Conditions from time to time, any such changes are effective immediately from the time they are notified to you.

### **3. EQUIPMENT**

**3.1** All Equipment will be subject to availability and we reserve the right to modify the Equipment at any time and/or substitute the Equipment with equipment of no lesser functionality without notice.

**3.2** The Equipment will not necessarily be brand new or unused and may have been previously rented out to our other customers. Accordingly, we do not warrant that the Equipment will be free from minor defects, including without limitation, minor surface scratches. The presence of minor defects that do not materially affect the operation of the Equipment shall not entitle you to any refund or deductions.

**3.3** Any description or pictures of the Equipment on the Website or in promotional material are for information purposes only and are not intended to be 100% accurate.

### **4. CHARGES**

**4.1** Unless expressed otherwise, our Charges are exclusive of Delivery and Collection charges, VAT and any similar taxes. All such taxes are payable by you at the prevailing rate and due for payment to us at the same time as our Charges.

**4.2** Unless agreed otherwise in writing by us, you agree to pay our Charges in full before Delivery.

**4.3** All Charges are payable without any deduction, set off, counterclaim, discount, and abatement or otherwise.

**4.4** If you fail to pay any Charges due or you fail to comply with any credit terms agreed in writing up to the date of actual payment, we may, without prejudice to any other right or remedy available to us, charge interest on the amount unpaid from the due date up to the date of actual payment (both before and after Judgment) at the current rate set out under the Late Payment of Commercial Debts (Interest) Act 1998 as amended.

**4.5** Notwithstanding condition 4.4, if you fail to pay us any Charges, we may, without prejudice to any other right or remedy available to us, either suspend any Delivery or suspend provision of any services under any other contract between us and/or cancel any other contract between us.

**4.6** We reserve the right to increase the Charges at any time before Delivery on notice to you if for any reason the cost to us of renting the Equipment increases between the Order Confirmation and Delivery.

### **5. RENTAL PERIOD**

**5.1** The Contract comes into force when we send you an Order Confirmation.

**5.2** The Rental Period shall commence on Delivery of the Equipment or on collection of the Equipment by you.

**5.3** We may at any time and on seven (7) days' written notice to you request that you return the Equipment or at our election allow us and our Carrier facilities to collect the Equipment. You agree to return the Equipment in good working order together with all Documentation.

**5.4** On or before expiry of the Rental Period, you may request an extension of the Rental Period by placing a further Order. Any extension to the Rental Period is in our sole discretion and shall be subject to these Conditions. You agree to pay any additional Charges as set out in a further Order Confirmation.

**5.5** If the Equipment is returned late, you agree to pay additional Charges calculated on the daily rate for the Equipment, our additional costs for aborted collection and our reasonable administration costs.

### **6. DELIVERY AND COLLECTION**

**6.1** Any indication we may give as to the time of Delivery and/or Collection will be a good faith estimate only. Whilst we will use all reasonable endeavours to effect Delivery and/or Collection at the time we have estimated, time of Delivery and/or Collection is not of the essence.

**6.2** You agree to ensure that the required access to the Premises is provided upon the agreed date for Delivery. You agree to ensure that you have an authorised representative present on Delivery and/or Collection. If you fail to have an authorised representative present and/or fail to sign the Rental Delivery Note, you will be deemed to have accepted the Equipment on Delivery.

**6.3** You acknowledge that our ability to perform our obligations under the Contract is dependent on your full and timely cooperation with us. If on any date that the parties have agreed in advance, you are away from the Premises or you fail to grant us access to the Premises or to such facilities at the Premises as we may reasonably require to deliver or collect the Equipment, we shall be entitled to charge you (as appropriate) an additional reasonable sum to cover our call-out, storage and delivery costs.

**6.4** We reserve the right to affect delivery by instalment in which case each instalment will be a separate contract.

**6.5** Subject to condition 6.3, should you wish to cancel or reschedule any order, you must immediately notify us in writing and you agree to pay our reasonable storage and administration charges in addition, if appropriate, to the Charges.

**6.6** Unless agreed otherwise in writing, Delivery shall not be deemed to include installation of the Equipment.

## **7. RISK AND INSURANCE**

**7.1** Risk of damage to or loss of Equipment shall pass to you on Delivery and remain with you throughout the Rental Period. You agree to insure the Equipment throughout the Rental Period for its full market replacement value and you agree to note our interest on such insurance cover. On request, you will supply us with written confirmation of such insurance cover.

**7.2** Risk will only pass back to us when the Equipment is received by us and a Rental Return Note has been signed by an authorised representative of both parties. You acknowledge and agree that we will test the returned Equipment and notify you within 72 hours of any additional Charges that have become due arising from loss or damage.

**7.3** In the event that the Equipment is broken, damaged, lost or stolen whilst in your possession, you agree to pay us promptly on demand the Equipment's full market repair or replacement value plus our administration costs for repairing damaged or replacing irreparably damaged, lost or stolen Equipment. You also agree to pay us, at our sole option for:

- 7.3.1** the ongoing Charges to be calculated on a pro-rated daily basis from the end of the Rental Period until such time as the Equipment is repaired or replaced by us; or
- 7.3.2** any loss of earnings that we have incurred as a result of not having the Equipment available to rent.

**7.4** We will use all reasonable endeavours to repair or replace such Equipment as rapidly as is practicable.

**7.5** You grant us, our agents and employees an irrevocable licence at any time to enter any Location where the Equipment is or may be stored in order to inspect it, or where your right to possession has terminated, to recover the Equipment.

## **8. TITLE**

**8.1** Title in the Equipment shall remain vested in us at all times.

**8.2** You agree:

- 8.2.1** to hold the Equipment on a fiduciary basis as our bailee; and
- 8.2.2** not to remove, destroy or obscure any labelling on the Equipment that identifies that the Equipment is our property.

## **9. USE OF THE EQUIPMENT**

**9.1** You acknowledge and agree:

- 9.1.1** to store and use the Equipment only at the Location;
- 9.1.2** to use the Equipment only in accordance with the Documentation and such instructions and recommendations as may be issued by the manufacturer or us from time to time;
- 9.1.3** not to modify the Equipment in any way;

**9.1.4** not to use the Equipment for any purpose for which it is not designed;

**9.1.5** to keep the Equipment secure and take all reasonable precautions to lock it securely when your employees or agents are not using it;

**9.1.6** to install the Equipment in a suitable environment or, in the event of installation by us, not to move, without obtaining our prior written consent, the Equipment from the location where we have installed it;

**9.1.7** not to allow any person other than us or any of our contractors to adjust, maintain, repair, replace or remove any part of the Equipment;

**9.1.8** to ensure that our representatives have full and free access to the Equipment and to any records of its use kept by you to enable us to perform our duties;

**9.1.9** to provide us with such information concerning the Equipment, your application, use, location and environment as we may reasonably request to enable us to carry out our duties; and

**9.1.10** to take all such steps as may be necessary to ensure the safety of any of our representatives who visit the Location.

**9.2** You warrant that you and your employees, contractors and agents are suitably qualified to use the Equipment. We will not be liable (in contract tort or otherwise) for any loss or damage arising from your or any third party's failure to use the Equipment in accordance with Condition 9.1.

**9.3** You agree to notify us immediately in the event any part of the Equipment is worn or damaged and agree not to allow any third party other than us to undertake any necessary repair or replacement works to the Equipment. In the event of any notifiable damage, you agree to cease using the Equipment immediately. You agree to notify us immediately if any other equipment or third party is damaged by the Equipment or if the Equipment is lost or stolen.

**9.4** You will not hold yourself out as the owner of the Equipment, nor will you sell, lease, rent, charge or otherwise interfere with the ownership rights or right to the return of the Equipment as set out in Condition 5.3.

## **10. YOUR OBLIGATIONS**

**10.1** On expiry of the Rental Period, you agree to return the Equipment to us as per the Order Confirmation and in good working order. If you fail to do this, you agree to reimburse us our reasonable costs for reinstating the Equipment into good working order.

**10.2** You agree to keep us fully and effectively indemnified against any breach by you of these Conditions.

**10.3** If at any time you wish to purchase the Equipment, please refer to the terms and conditions on our Website. However, we will not be obliged to sell the Equipment to you and we reserve the right to refuse to do so without giving a reason.

## **11. OUR OBLIGATIONS**

**11.1** We warrant that the Equipment will meet its specification as set out in the Documentation but we do not warrant that the Equipment will be of satisfactory quality nor fit for a particular purpose.

**11.2** Subject to Condition 11.1 above, all warranties, conditions and other terms implied by statute of common law are to the fullest extent by law excluded from the Contract.

## **12. REJECTION AND RETURN**

**12.1** If you sign a Rental Delivery Note and/or if you take Delivery of the Equipment you will be deemed to have examined the Equipment and accepted that the Equipment is in good working order.

**12.2** If the Equipment appears to be visibly damaged ("DOA") or does not comply with the Order Confirmation, you may reject the Equipment on Delivery. You must notify the Carrier immediately and you must note any issues on the Rental Delivery Note. If you fail to notify the Carrier at the time of Delivery you will be deemed to have accepted the Equipment.

## **13. SOFTWARE**

**13.1** Where the Equipment incorporates software, you agree to comply fully with terms of any software licence that is supplied with the Equipment. Failure to do so may lead to such software licence being revoked by the owner of the software.

**13.2** Where the Equipment incorporates software belonging to a third party and such software fails to conform to its specification or is otherwise defective, our sole liability in respect of the software will be to obtain a corrected version of such software from that third party for your use.

## **14. SUSPENSION AND TERMINATION**

**14.1** We may, in our absolute discretion, suspend any Delivery and/or terminate any Contract immediately on notice to you if:

**14.1.1** You are unable to pay your debts, or you become insolvent, or you are subject to a resolution for your liquidation, administration, winding up or dissolution, or you have a receiver or administrator appointed over all or any of your assets or business, or if you cease or threaten to cease to carry on business, or you are subject to any equivalent or similar event or process in any jurisdiction; or

**14.1.2** You are in material breach of any of these Conditions and (if such breach is remediable) you fail to remedy such breach within thirty (30) days of being notified to do so; or

**14.1.3** We deem that the Equipment is being used in an unsuitable environment such as is likely to cause damage to the Equipment; or

**14.1.4** You are in default with regards to the settlement of any and all Charges on any contracts, whether partly or wholly unfulfilled; or

**14.1.5** We are unable to effect Delivery due to an event of Force Majeure.

**14.2** In accordance with Condition 5.3, we may, at our absolute discretion, terminate any Contract with you on seven (7) days' written notice. In such circumstances our liability will be strictly limited to the value of the outstanding Charges on an apportioned basis for the Rental Period being terminated.

**14.3** Termination of any Contract between us shall not affect your liability to pay us any Charges due, such Charges become immediately due on termination. If on termination of any Contract we owe you any sums, we reserve the right to set off against such sums any outstanding Charges that you owe us.

**14.4** In the event of termination, you agree that you will immediately (within a maximum of 24 hours from notification by us) return all Equipment,

packaging, and Documentation at your own expense (except where Condition 14.2 applies, whereby we will arrange Collection at our expense), and in the same condition, subject to reasonable wear and tear, as when Delivery took place. You agree that where the Equipment is not returned within 24 hours, you will grant us a right of access to recover the Equipment ourselves at your expense.