

TERMS AND CONDITIONS

1. GENERAL

These terms and conditions apply to any agreement for the hire of equipment (the "Rental Agreement") entered into between DEMAND-IT (a division of Added Dimension Limited) of- Unit 19 - 21 Deacon Way, Tilehurst, Berkshire RG30 6QG (the "Owner") and the Hirer (as stated on the Quotation Schedule). The equipment to which these terms and conditions apply includes all physical items of hardware, cables, materials, labels, manuals, software and packaging delivered to the Hirer (the "Equipment") as further set out in the Quotation Schedule attached. These terms and conditions shall prevail over any terms and conditions stipulated by the Hirer and no amendments will be effective unless expressly agreed in writing and signed by a director of both parties.

2. RENTAL PERIOD

The duration of rental (the "Rental Period") shall commence from the day of delivery to the Hirer at the address set out in the Quotation Schedule and last for the time stated in the Quotation Schedule. Subject to clause 25, payment for the whole of the Rental Period will be due, even if the Hirer returns the Equipment earlier than this initially agreed time... If the Equipment is not returned by the end of the Rental Period then one day's rental will be charged for every subsequent day until the Equipment is returned. The minimum Rental Period is one day.

3. PRICE AND PAYMENT

All prices under this Rental Agreement shall be in accordance with the Owner's current price list for Equipment rental as disclosed to the Hirer. If the Owner has agreed in writing to give the Hirer credit, the Hirer will pay the Owner in full, within 30 days of the date of the Owner's invoice. Where credit has not been given, payment will be due in full on delivery of the Equipment. If the Hirer fails to pay sums due to the Owner on or before their due dates, then (without prejudice to its other rights and remedies) the Owner will be entitled to charge interest at the rate of four (4%) per cent. above the base rate of Barclays Bank Plc on all such sums until payment has been made in full.

4. ORDERS

Orders must be placed in writing and will be accepted by the Owner only when the Hirer and the Owner have signed the Quotation Schedule, which is forming part of this Rental Agreement. Any changes to the order must be made by the Hirer in writing. The Owner reserves the right not to accept any orders or extensions to an order at its sole discretion.

5. REFERENCES

The Owner may, at its discretion, require references before the acceptance of any order(s).

6. DELIVERY

The Owner will deliver the Equipment on the date and to the premises, stipulated on the Quotation Schedule.

7. COLLECTION & PACKAGING

The Owner will arrange to collect the Equipment from the Hirer at the end of the Rental Period as specified on the Quotation Schedule unless this period has been extended by the parties in accordance with clause 14 of this Rental Agreement. Packaging supplied with the Equipment shall be held by the Hirer during the Rental Period and shall be used to package the Equipment at the end of the Rental Period. If the Hirer mislays or damages the original packaging then the Owner reserves the right to charge for replacement packaging. The Owner's carriers can, if requested, pack up the Equipment on behalf of the Hirer, however there will be an additional charge for this service.

8. ACCEPTANCE

The Hirer shall satisfy himself that the Equipment supplied corresponds to the order on the Quotation Schedule to which this Rental Agreement apply and that the Equipment is working. Any part of the Equipment found faulty, or not found to correspond with that which is set out in the Quotations Schedule in type or quantity shall be notified to the Owner within one working day of receipt. Failure to do so will render the Hirer responsible for payment of the hire up to the time of notification. The Owner accepts no liability for any loss howsoever arising from failure to deliver the Equipment as specified, in working order or otherwise.

9. SUITABILITY

It is the Hirer's responsibility to ensure that the Equipment as supplied is, if necessary, compatible with existing installations, and is suitable for all the Hirer's requirements. The Hirer shall comply with all statutory and all other obligations of all kinds in relation to the Equipment and the use thereof and shall at his own expense and with the prior permission of the Owner, add to or install with the Equipment any safety or other equipment required by any application law or regulation to be so added or installed for the use or operation of the Equipment.

10. **SUBSTITUTION** The Owner reserves the right to substitute the Equipment proposed for hire with other equipment of equal or higher specification. At the end of the Rental Period the Hirer may not substitute any items for the Equipment delivered without the prior written permission of the Owner.

11. TERMINATION BY THE HIRER

The Rental Period will terminate on the date shown on the Rental Agreement unless the Rental Period is extended in accordance with clause 14 or on termination by the Owner under clause 12. If the Hirer wishes to terminate early, written notice must be given to the Owner one working day prior to the Hirer's preferred date of termination. In accordance with clause 2, the Owner reserves the right to charge for the entire Rental Period, subject always to clause 25.

12. TERMINATION BY THE OWNER

The Owner may terminate the Rental Agreement if the Hirer is in breach of these terms and conditions, or is in default of any payment due, or in the Owner's view may become in breach or default during the course of the Rental Period. In the event of the Owner terminating the Rental Agreement the Owner or its agents shall be entitled to enter the Hirer's premises and remove the Equipment without notice to the Hirer and the Hirer hereby consents to entry for this purpose.

13. PAYMENT DUE ON TERMINATION

Upon termination for whatever reason, the Owner shall raise an invoice for all sums outstanding, which shall be due and payable in accordance with clause 3 above.

14. EXTENSIONS TO RENTAL PERIOD

Extensions to the Rental Period must be made in writing by the Hirer at least 48 hours in advance of the end of the Rental Period. The Owner will endeavor to do all possible to comply with any requests for an extension, which are made by the Hirer, but reserves the right to collect the Equipment on the date & time specified on the corresponding Quotation Schedule.

15. CARE OF EQUIPMENT

The Hirer shall at his own expense keep the Equipment in good condition and not subject it to any misuse or wear and tear over that consistent with normal and reasonable use, including but not limited to use conflicting with the Equipment manufacturer's recommendations.

16. LOSS OR DAMAGE

During the continuance of the Rental Agreement, the Hirer shall make good to the Owner all loss or damage to the Equipment from whatever cause (except fair wear & tear). In the event of any loss or damage to the Equipment the Hirer shall give the Owner immediate written notice thereof and reimburse the Owner for cost or replacement or repair of the Equipment. The Hirer is responsible for loss, theft or damage of the equipment at all times during the Rental Agreement and shall ensure that the Equipment is fully covered by its contents and buildings insurance.. At the end of the Rental Period the Hirer shall keep the Equipment in a safe place and shall be responsible for all loss or damage to the Equipment until it is collected by the Owner or its agents. The Owner will inspect the Equipment prior to collection however if within a reasonable period, limited to one working day, following collection any loss or damage is discovered other than fair wear and tear, then the Owner shall notify the Hirer of such loss or damage and the Hirer shall be responsible for compensating the Owner for any costs incurred in repairing or replacing the Equipment and any loss of revenue to the Owner whilst the Equipment is not available for hire. In the event that the Hirer disputes the cost or liability and wishes to inspect the Equipment, the Hirer must give notice in writing of his intentions within 48 hours of receipt of the notification from the Owner, the Hirer must then inspect the Equipment within 7 days of giving notice of his intentions, otherwise the Hirer shall be deemed to have accepted the valuation of cost notified to him by the Owner.

17. TRANSPORTING THE EQUIPMENT OVERSEAS

The Equipment must not be transported outside the United Kingdom without the prior written permission of the Owner. If the Owner grants permission pursuant to this clause it is the Hirer's responsibility to ensure that it complies with any legislation or regulations governing the importation of the Equipment into the country of destination and for the payment of any duties thereon, and will not transfer the Equipment to any country where this would amount to a breach of any United Kingdom legislation or regulations of any kind.. Proof of adequate insurance needs to be provided by the Hirer before shipping overseas.

18. SITE

The Hirer shall keep the Equipment at the premises notified for delivery and stated on the Quotation Schedule and it may only be removed with the Owner's prior written consent. The Owner must be notified of any change of address of the Hirer. The Owner must be notified immediately if any distress warrant or execution is levied on the Hirer's property where the Equipment is situated. The Owner shall be granted access to the premises where the Equipment is situated at all reasonable times on reasonable notice in order to inspect, maintain or remove the Equipment under the terms stipulated herein.

19. MAINTENANCE

In the event of any fault to all or any of the Equipment the Owner will use reasonable endeavors to repair or replace such faulty Equipment with similar or better Equipment within one working day at no charge to the Hirer provided that the repair or replacement takes place at the delivery site and provided the failure is not due to misuse by the Hirer. Where failure of the Equipment is due to misuse by the Hirer, or if the replacement Equipment is to be delivered to an address other than the original delivery address, such repair or replacement will be charged at a fair commercial rate, to include the reimbursement of travel costs and engineer's time.

20. CONSUMABLE ITEMS

It is the responsibility of the Hirer unless otherwise specified, to supply any consumable items to be used in conjunction with the Equipment. The Owner takes no responsibility for the state of any consumable items supplied unless they form part of the Equipment specified in the Rental Agreement. Any consumable items supplied by the Owner must be returned by the Hirer irrespective of their condition.

21. INTELLECTUAL PROPERTY

All trademarks, service marks, copyright, design rights, patents, inventions or any other intellectual property rights of whatever nature throughout the world in the Equipment including all software and associated documentation supplied is the property of the Owner, or has been licensed to the Owner by the relevant third party manufacturer, and the Hirer must comply with any terms and conditions imposed by the licensor of any software. The Hirer shall not sell, charge, pledge, sub-let, lend or otherwise part with possession of the Equipment and the Hirer shall not make a copy of any software supplied without express written permission of the Owner and licensor. All software and documentation must be returned to the Owner at the end of the Rental Period.

22. LIABILITY

The Owner accepts no liability for any loss (including, but not limited to, consequential loss or loss of profits) or from any claim or proceeding in respect thereof arising out of or in connection with the Equipment including, without prejudice to the foregoing generality, the failure of the Equipment or the use thereof. The Owner does not however, in any way seek to exclude or limit liability to the Hirer in respect of death or personal injury caused by its negligence or the negligence of its employees or sub-contractors. The Owner shall not be liable for repairing, maintaining or replacing equipment which is used in conjunction with the Equipment but which is not subject to this Agreement.

23. MODIFICATION TO EQUIPMENT

The Equipment may not be altered, modified or adjusted without the Owner's prior written consent. In all cases where the Owner's prior written consent is given then the Hirer shall: a) ensure that any alterations, modification or adjustment shall be made to the Equipment by properly qualified and properly skilled personnel. Thereafter, the Hirer shall continue to use the Equipment in the manner set out under clause 19 entitled Maintenance. b) Ensure that, at the end of the Rental Period and prior to its collection by the Owner or its agents, the Equipment is fully restored to its original state before the making of any such alteration, modification or adjustment, which shall include having back-plates and all other fittings re-attached; c) indemnify, the Owner against all damage to the Equipment or other loss suffered by the Owner arising out of any alteration, modifications adjustment made to the Equipment whilst it is the subject of any Rental Agreement or extension thereof.

24. OWNERSHIP

The Equipment is and shall remain the sole property of the Owner. Risk in any Equipment shall pass to the Hirer upon the day the Equipment is dispatched from the Owner's premises and will return to the Owner once the Equipment is collected by the Owner at the end of the Rental Period.

25. CANCELLATION

Subject to the provisions of this clause, if the Hirer cancels an order once it has been accepted by the Owner pursuant to clause 4, then the Owner can at its discretion require the Hirer to pay such cancellation fee as is fair and reasonable to reflect the potential loss of other contracts whilst the Equipment was allocated to the Hirer. If the Hirer cancels an order within three working days prior to the due date for delivery, then a cancellation charge of 15 per cent. of the total contract price shall be payable by the Hirer, which shall be paid in accordance with clause 3.

26. NOTICE

All notices will be sent by first class post to the address set out in the Rental Agreement. Any notice will be deemed to have been accepted 48 hours after the date of posting. All notices to the Owner must be sent to the current trading address of the Owner.

27. NON-ASSIGNABILITY

This Rental Agreement is solely and exclusively between the Owner and the Hirer and its benefit may not be assigned by the Hirer in whole or in part without the express permission of the Owner.

28. DISPUTE

This Rental Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Hirer irrevocably agrees to submit to the jurisdiction of the English courts and without prejudice to the Owner's right to bring proceedings in any other court or tribunal having jurisdiction.

I _____ (Print Name)

Agree to the above terms and conditions.

Signed: _____ (Authorized Signature)

For: _____ (Company Name)

Date: ____/____/____