

## EQUIPMENT HIRE TERMS AND CONDITIONS

### 1. Interpretation

- 1.1. In these terms and conditions the following expressions shall be given the following meanings (unless the context otherwise requires):-
  - **“Contract”** - means the contract for the supply and rental of the Equipment;
  - **“Equipment”** - means the Equipment (including any instalment of the Equipment or any parts for them) specifically stated in the Order Confirmation including but without limitation all physical items of hardware, cables, documentation and packing to be supplied by Orchard ICT Limited in accordance with these Terms;
  - **“Force Majeure Event”** - includes any delay or failure to perform Orchard ICT Limited obligations as set out in the Terms where such delay or failure to perform arises from circumstances beyond the reasonable control of Orchard ICT Limited, including but without limitation any act of god, communications failure, death, destruction, fire, flood, strikes, riots, accident, disruption to energy supplies, civil commotion, acts of terrorism or war;
  - **“Hirer”** - means the person, firm or company placing an order for any Equipment with Orchard ICT Limited;
  - **“Hire Term”** - means the period commencing on the date after delivery as specified in the Order Confirmation until the earlier of the collection date as specified in the Order Confirmation or unless terminated in accordance with these Terms;
  - **“Orchard ICT Limited”** - registered number 07061537;
  - **“MLA Agreement”** - means the Microsoft Licence Agreement for End Users using a Microsoft Product on a rental computer which governs the use of the software installed on the Equipment a copy of which will be submitted to the Buyer with the Quotation;
  - **“Order Confirmation”** - means an order confirmation from Orchard ICT Limited confirming receipt of the Hirer's order;
  - **“Quotation”** - means a quotation issued by Orchard ICT Limited to the Hirer in Writing in response to an enquiry made by the Hirer which may include but without limitation the description of the Equipment and prices for the same together with delivery charges and proposed delivery dates;
  - **“Rental Charges”** - means the charges for supply and rental of the Equipment shown on the Order Confirmation payable by the Hirer in accordance with these Terms;
  - **“Terms”** - means the standard terms of rental and supply of the Equipment set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Hirer and Orchard ICT Limited;
  - **“Total Loss”** - means a total loss or constructive or arranged total loss as declared by the insurers of the Equipment and third party risks under the policies specified in clause 5.4 below
  - **“Website”** - means the website for the rental of the Equipment at [www.orchardict.co.uk](http://www.orchardict.co.uk);
  - **“Writing”** - and any similar expression, includes facsimile transmission, e-mail and comparable means of communication, and “Written” shall be construed accordingly.
- 1.2. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re enacted or extended at the relevant time.
- 1.3. The headings in these Terms are for convenience only and shall not affect their interpretation

## **2. Basis of the Rental**

- 2.1. Orchard ICT Limited shall let and the Hirer shall lease the Equipment in accordance with the Order Confirmation, subject to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such order is made or purported to be made, by the Hirer. No terms or conditions endorsed upon, annexed to or enclosed with any enquiry, purchase order or other document of or submitted by the Hirer shall govern the Contract.
- 2.2. Orchard ICT Limited employees or agents are not authorised to make any representations concerning the Equipment unless confirmed by Orchard ICT Limited in Writing. In entering into the Contract the Hirer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.3. Any advice or recommendation given by Orchard ICT Limited or its employees or agents to the Hirer or its employees or agents as to the storage, application or use of the Equipment which is not confirmed in Writing by Orchard ICT Limited is followed or acted upon entirely at the Hirer's own risk, and accordingly Orchard ICT Limited shall not be liable for any such advice or recommendation which is not so confirmed.

## **3. Order Acceptance**

- 3.1. The Quotation submitted by Orchard ICT Limited shall not bind Orchard ICT Limited and such Quotation shall serve only as invitations for the Hirer to place an order.
- 3.2. No order submitted by the Hirer shall be deemed to be accepted by Orchard ICT Limited unless and until confirmed in Writing by Orchard ICT Limited through the Order Confirmation.
- 3.3. The Hirer agrees that it is the Hirer's responsibility to ensure that the Equipment as ordered is, if necessary, compatible with existing installations, and is suitable for all the Hirer's requirements.

## **4. Rental Period and Quiet Enjoyment**

- 4.1. The Contract shall be for the Hire Term. Any extension to the Hire Term will require Orchard ICT Limited to issue a further Order Confirmation to the Hirer provided that Orchard ICT Limited reserves the right (at its sole discretion) not to accept an extension to the Contract.
- 4.2. So long as the Hirer is neither in default in the payment of any sum of money payable under the Contract nor is in breach of any of the covenants on its part to perform in these Terms, the Hirer may peaceably hold and enjoy quiet possession of the Equipment for the Hire Term.

## **5. Hirer's Covenants**

- The Hirer (and if the Hirer comprises more than one person, jointly and severally) agrees:
- 5.1. Payment
  - 5.1.1. that the Rental Charges are exclusive of transportation (and any insurance thereon) to and from the Hirer's premises;
  - 5.1.2. to pay punctually within 14 days and without previous demand deduction counterclaim or set-off to Orchard ICT Limited at its address given above or to its order the Rental Charges and all other sums due from the Hirer to Orchard ICT Limited at the times specified for payment in the Order Confirmation; and
  - 5.1.3. that in respect of any sums payable under the Contract time shall be of the essence and that a condition of the Contract is that failure to pay any sums due within 21 days after the due date shall be a repudiation of the Contract.
  - 5.1.4 all termination penalties become payable on the day of rental termination, the rental period will not be terminated until all funds are received in to the hirers bank account, which is to be made by bank transfer.
  - 5.1.5 The hire period will continue until the funds are received, any days in excess of the agreed period will be charged by the day, the daily rate will be the monthly hire amount divided by the amount of days in that month.
  - 5.1.6 Any excess costs incurred by any delay will be cross charged to the customer and they become payable as per para 5.1.4

- 5.2. Substitution and Inspection
  - 5.2.1. that Orchard ICT Limited reserve the right to substitute the Equipment stated in the Order Confirmation with alternative equipment of an equal or higher value specification;
  - 5.2.2. To inspect the Equipment upon delivery of them to it and to notify Orchard ICT Limited forthwith in writing of any defect in the Equipment.
  - 5.2.3. If no such notification is given it shall be conclusively presumed that the Equipment is complete and in good order and condition and fit for the purpose for which it is required and in every way satisfactory to the Hirer; and
  - 5.2.4. To allow Orchard ICT Limited or its duly authorised agent or representative upon reasonable notice at any time access to the Hirer's premises inspect the Equipment
  
- 5.3. Maintenance, Use and Care of the Equipment
  - 5.3.1. not to alter, modify or adjust the equipment in anyway without the Written consent of Orchard ICT Limited;
  - 5.3.2. to use and keep the Equipment in a skilful and proper manner and in accordance with any operating instructions issued for it and to ensure that the Equipment is operated and used by properly skilled and trained personnel;
  - 5.3.3. to maintain and keep the Equipment in good condition (at the Hirer's own expense) and not subject the Equipment to any misuse or wear or tear over that consistent with normal and reasonable use provided that in all cases maintenance shall be carried out in accordance with the manufacturer's recommendations (if applicable) by a suitably qualified person or such other person of which Orchard ICT Limited has previously approved in Writing for its maintenance in accordance with the said manufacturers' or suppliers' standards and to deliver up the Equipment from time to time in order that maintenance and servicing may be carried out to the Equipment in accordance with the recommendations of the manufacturer or supplier of the Equipment;
  - 5.3.4. that in addition to clause 5.3.3:
    - (a) in the case of screens, Orchard ICT Limited will not accept any form of screen burn, under the classification of misuse, and will charge the Hirer the cost of a replacement unit;
    - (b) in the case of Laptops, Orchard ICT Limited will not accept overcharged/dead batteries, under the classification of misuse, and will charge the Hirer the cost of a replacement battery; and (c) in the case of Printers, Orchard ICT Limited will charge by the page form mono and colour pages as stipulated in the Order Confirmation and will charge the Hirer the cost of all consumables
  - 5.3.5. that if any part of the Equipment is destroyed damaged or lost, to repair and replace the Equipment with replacements in such condition so as to comply in all respects with the these Terms
  - 5.3.6. the hirer is responsible for all hired equipment, they must ensure they have sufficient insurance to cover loss or damage of any and all equipment on hire

**Orchard ICT Limited**

**Name** .....

**Position in Company**.....

**Date**.....

**Signature**.....

**Company**

**Name** .....

**Date**.....

**Position in Company**.....

**Signature**.....

**Hire Term**.....