

TERMS AND CONDITIONS OF RENTAL
OF
PREMIER RETAIL SYSTEMS RENTAL LTD
(Long-Term Rental Contracts)

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "The Owner" means the company, firm or person hiring out the Equipment;
- 1.2 "The Hirer" means the company, firm or person who rents the Equipment from the Owner;
- 1.3 "The Equipment" means all items of equipment as detailed in the schedule;
- 1.4 "The Site" means the premises or site specified by the Hirer where the Equipment is to be used
- 1.5 "Normal Business Hours" means 9am to 5pm Monday to Friday not including holidays.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the rental of the Equipment by the Owner to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Owner in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Owner.
- 2.3 By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.
- 2.4 The Equipment supplied will either be new or an acceptable reconditioned standard.

3 COMMENCEMENT

The period of rental shall commence from the time that the Equipment is delivered to the Site or other agreed location and shall continue until returned to the Owner's premises or other agreed location or termination of rental is confirmed in writing and the Equipment is ready to collect if the Owner is to collect.

4 DELIVERY AND RETURN

- 4.1 If the Equipment is delivered in a box by a courier as opposed to an engineer or other representative of the Owner (delivery type will also be stated on the schedule), unless otherwise agreed in writing, the Hirer is responsible for unpacking the Equipment at the Site.
- 4.2 If the Equipment is delivered and installed by an engineer or other representative of the Owner, it is the Hirer's responsibility to ensure that there are sufficient power sockets available for the Equipment ordered along with laid communication cable where required. The Owner will provide a wiring diagram on request. If an engineer arrives to an installation where there is insufficient power or cabling, additional charges may be made by the Owner and an alternative installation date may be arranged.
- 4.3 Upon delivery of the Equipment, any defects or dissatisfaction must be notified immediately to the Owner and confirmed in writing within 2 working days. In the absence of such notification the Equipment shall be deemed to be in good order in accordance with the terms of the contract and to the Hirer's satisfaction.
- 4.4 If the Equipment was originally delivered at the commencement of the contract in a box by a courier as opposed to an engineer or other representative of the Owner (delivery type will also be stated on the schedule), the Hirer should keep all boxes and packaging safely and securely for the duration of the contract. Upon termination of the agreement, the Equipment must be repackaged safely and securely in it's original box ready for collection by a courier on behalf of the Owner on a date mutually agreed by the Owner and Hirer. If replacement boxes or

packaging are required from the Owner, these shall be provided at the expense of the Hirer. If the Equipment is unavailable to the courier at the agreed collection date, any additional costs of collection will be charged to the Hirer. The Hirer's obligations under this agreement shall continue until the Equipment is returned to the Owner.

- 4.5 Any damage to the Equipment incurred on its return to the Owner due to insufficient or improper packaging will be charged to the Hirer.
- 4.6 On the return of the Equipment to the owner any missing parts or accessories, eg. keys or insert trays, will be charged to the Hirer or can be returned to the Owner within 7 days at the cost of the Hirer.

5 HIRER'S OBLIGATIONS

The Hirer must:

- 5.1 use the Equipment in a competent and proper manner and not use the Equipment for any purpose beyond its capacity;
- 5.2 regularly check the condition of the Equipment during the period of rental. The Hirer shall be responsible for any damage or loss arising from the continued use of Equipment in an unsafe condition;
- 5.3 during the period of rental ensure the security and safekeeping of the Equipment;
- 5.4 allow the Owner access to inspect, repair or replace the Equipment upon reasonable notice at any time;
- 5.5 immediately inform the Owner of any breakdown of the Equipment or any problem affecting the working of the Equipment;
- 5.6 not repair the Equipment without the prior consent of the Owner;
- 5.7 read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;
- 5.8 unless otherwise agreed in writing by the Owner, keep the Equipment in its own possession at the Site;
- 5.9 return the Equipment in the same condition as when it was supplied to the Hirer, reasonable wear and tear excepted. Equipment not returned will be charged for at the manufacturer's current published list price. Rental fees will continue to be charged up to the time the Equipment is paid for in full;
- 5.10 not sell or offer for sale, assign, mortgage, pledge, re-rent or lend the Equipment to any third party;
- 5.11 notify the Owner of any change in circumstances such as a change of address, telephone number, company status or bank account;
- 5.12 comply with any relevant Government or Local Authority Regulations.
- 5.13 make regular back-ups of the software. This is the responsibility of the Hirer.

6 BREAKDOWN AND REPAIRS

- 6.1 Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment, the Owner shall be responsible for all costs incurred in order to repair the Equipment (subject to clause 6.4). The Hirer will be required to respond to all requests by the Owner in an attempt to rectify any fault with the Equipment.
- 6.2 Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Hirer or by accident, fire, liquid, mains power supply or parts and accessories not supplied by the Owner, the Hirer shall be responsible for all loss or damage incurred by the Owner

arising from any breakdown and for the payment of the rental charges during the period the Equipment is inoperable due to such a breakdown.

6.3 Where the Owner decides to carry out urgent repairs to the Equipment during the period of rental, the Owner shall be obliged to replace the Equipment with equipment of a similar type and the Owner shall be liable for all transport costs involved (subject to clause 6.2).

6.4 Outside normal business hours complimentary **emergency** telephone support will be available from 5pm to 11.30pm on weekdays and from 8.30am to 11.30pm on weekends and holidays. Support will not be given during this time on any programming, Samtouch Office or Casio Cloud Suite related issues. The emergency support is available only to customers with a valid contract and can be accessed by dialing the Owner's normal office telephone number.

If the Equipment is delivered and installed by an engineer or other representative of the Owner as opposed to in a box by a courier (delivery type will also be stated on the schedule) then, if necessary, call outs to the Site will be arranged by the Owner during normal business hours. Call outs to the Site outside normal business hours can be arranged only at the Owner's discretion and charges will apply. If the Equipment is delivered in a box by a courier as opposed to an engineer or other representative of the Owner (delivery type will also be stated on the schedule) then repairs will be carried out on a 'return to base' basis and the Hirer's obligations will be as stated in clauses 4.4 and 4.5.

6.5 Every effort will be made to rectify problems and faults on the telephone or remotely. The Hirer will co-operate fully with the instructions of the Contractor for this purpose. All Sam4s Titan S360, Sam4s Forza, Casio V-R200 and Casio V-R7000 terminals should be connected to broadband to enable remote support*.

6.6 If the Hirer has broken the payment terms specified in the schedule or they have charges outstanding, the Owner may, without affecting their legal rights, suspend it's obligations to maintain and repair the Equipment in the event of a breakdown until the outstanding monies have been paid in full.

*If a call out is required to site for an issue that could be resolved remotely if the Hirer had the Equipment connected to broadband, then the Owner may make a charge for the call out.

7 CHARGING

7.1 The Equipment may be rented out on the basis outlined in the schedule. All Equipment is rented on the basis of the payment terms as specified in the schedule.

7.2 All charges are subject to VAT at the current UK rate and as a result changes to the rate during the rental period will affect payment amounts.

7.3 Payments are to be made to the Owner by direct debit. If a direct debit payment should fail, for whatever reason, the Owner will automatically retry for the payment. If it is necessary to accept the payment by another payment method, the Owner will have the right to charge an additional administration charge.

7.4 A VAT invoice will be emailed to the address stated in the schedule to coincide with each payment. The Owner will not be responsible for incorrectly stated or disused email addresses. It is the Hirer's responsibility to report any changes to the Owner. If paper invoices are required, the Hirer will have the right to charge an additional administration charge.

7.5 The rental charges do not include consumables such as paper rolls and ink or costs of programming throughout the period of rental beyond the initial set-up of the Equipment. These will be charged for by the Hirer at the Hirer's usual rates and payment will be collected by direct debit, as with any other additional charges, on either the next 1st or 15th of the month, whichever date comes first.

7.6 If the Hirer fails to pay the rental charge on time, the Owner may charge interest under the terms of the Late Payment Of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 on the sum at a daily rate of 8% per annum above the reference rate (six-month Bank of England base rate).

8 TERMINATION

- 8.1 Where there is no fixed period of rental, the rental will continue after the expiry of the minimum rental period unless terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to the Owner.
- 8.2 If the Hirer requests an early termination before the end of the minimum rental period, notice must be given in writing at least one month in advance. Payment of the rental charge should be made up to the new termination date and then an early termination charge of 25% pro rata will be due on the remaining period from the early termination date to the end of the minimum rental period.
- 8.3 If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of the Owner of the Equipment may be prejudiced or put in jeopardy, the Owner shall be entitled to terminate the rental immediately by notice in writing to the Hirer and it shall thereupon be lawful for the Owner to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the rental under this clause shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under this agreement or damages for breach thereof.

9 LIABILITY

- 9.1 The Owner shall not be liable for any loss or damage arising from any cause beyond its reasonable control.
- 9.2 The Owner shall not be liable to the Hirer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Hirer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 9.3 The liability of the Owner with respect to any claims arising out of the rental shall be limited to replacement of the Equipment with similar Equipment or at the Owner's option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable (subject to clause 6.2).
- 9.4 Nothing in these Terms and Conditions shall exclude or limit the liability of the Owner for death or personal injury caused as a result of the Owner's negligence, breach of contract or otherwise.

10 INSURANCE

The Hirer shall be responsible for insuring the Equipment against loss, damage or theft. The Equipment shall be insured for the manufacturer's current published list price (available on request) and the financial interest of the Owner for the Equipment should be noted on the Hirer's insurance policy.

11 INDEMNITY

The Hirer agrees to indemnify and hold the Owner and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Owner by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the period of rental.

12 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

These terms and conditions have been adapted from an original document produced by www.clickdocs.co.uk