

Comms365 Rental Terms and Conditions: 2017

1. In the terms and conditions of this rental agreement the following definitions shall apply:-
 - a. COMMS365 shall mean Comms365 Limited.
 - b. The Client shall mean the person(s), firm or company renting the equipment.
 - c. The equipment shall mean the equipment specified on the rental agreement below.
2. This rental agreement is subject to the terms and conditions set out below and supersedes all previous written or oral agreement or contracts. Any additional contract clause shall only apply if previously agreed in writing by COMMS365.
3. All oral communications between COMMS365 and the client shall be confirmed in writing within 2 days. COMMS365 shall not be liable for the consequences of any inaccuracies or misunderstandings caused by the client failing to confirm his order in writing or the correspondence being lost in the post.
4. The equipment shall be delivered or collected at a time and place mutually agreed between COMMS365 and the client. COMMS365 will endeavour to comply with any delivery schedules but will accept no liability for failing to do so in circumstances beyond its control. When the equipment is delivered to or collected by the Client, the Client or his representative shall sign the Agreement presented by COMMS365 and in doing so shall accept that the equipment has been delivered in good working order and as specified in the Agreement.
5. COMMS365 will endeavour to ensure that the equipment rented to the Client is in good working order and condition at the time of delivery to or collection by the Client. It is the responsibility of the Client to ensure that the equipment is suitable for the purpose for which it is rented. The Client shall ensure that the equipment is operated in a professional and safe manner and is required to store and operate it in a secure and suitable place.
6. The Client will not open the outer case or remove any circuit board, label, sign or serial number etc. of the equipment - all repairs and servicing must be made by COMMS365. The Client is responsible for any damage to the equipment caused by carelessness, misuse or incompetence and will be required to cover the cost of any repairs.
7. Unless otherwise agreed in writing between COMMS365 and the Client, it shall be the responsibility of the Client to return the equipment to COMMS365 on termination of the rental. If COMMS365 agrees to collect the equipment on termination of the rental, the Client shall remain fully responsible for the safety, protection, and condition of the equipment until it is in the possession of COMMS365. Unless a rental extension has been requested and paid for, the client will have a period of 2 days from the date of the end of the rental to return the equipment in full to COMMS365 otherwise a further period of rental equivalent to the original period will be charged.
8. The equipment shall not be taken outside the boundaries of England, Scotland or Wales unless authorised to do so in writing by COMMS365.
9. During this rental Agreement the Client shall pay COMMS365 rental fees as outlined and agreed on the rental agreement overleaf. The Client shall be liable for payment of rental charges for the

duration of the rental period. All rental charges are payable in advance of the service being provided. No credit terms are agreed for rental services.

10. Should delivery charges apply they will be specified in the charges section of this rental agreement.

11. All rental or other charges will be calculated on a monthly basis and will be payable upon issue of the invoice. Any amount outstanding after 14 days will attract interest at the rate of 5% per month until the full amount has been paid. Such an interest charge will be compounded at the end of each month. The service will also be suspended with immediate effect.

12. COMMS365 reserve the right to charge a cancellation fee not exceeding the full rental charge of the agreement.

13. The Client shall pay VAT on the full invoice value.

14. The equipment remains at all times the property of COMMS365 and the Client shall have no right, title or interest in it except that granted by COMMS365 under the terms of this agreement. The Client shall not sell, offer for sale, assign, mortgage, pledge, underlet, lend, hire, rent or otherwise deal with the equipment in part or full. The Client shall keep the equipment in his own possession for his own use and will be responsible for its safe keeping.

15. The amount of deposit specified in the rental agreement shall be repaid within 2 days when the equipment has been returned to COMMS365 undamaged and in full working order.

16. COMMS365 will terminate the agreement by written notice and reserve the right not to enter into further agreements under the following circumstances:

- a. The Client fails to pay any charges later than 7 days from the invoice date.
- b. The Client fails to observe any of the conditions contained in this agreement.
- c. The Client declares himself Bankrupt, or goes into liquidation or has a Receiver appointed or is subject to a Receiving Order.

17. The termination of the rental agreement for any reason whatsoever shall not affect the right of COMMS365 to recover any rental charge or moneys or damages from the Client.

18. Any changes made to the hire agreement shall not affect the rights of COMMS365 under the terms and conditions of this agreement.

19. COMMS365 shall not in any circumstances be liable to the Client or any third party for any claims in respect of loss of profits, special damages or any consequential loss whatsoever, or be under any liability for loss or damage to persons or property howsoever caused whether arising directly or indirectly from the rental or use of the equipment by the Client.

20. COMMS365 reserve the right to subcontract all or any part of the Client's order and to assign or otherwise deal with in any way whatsoever the interest of COMMS365 in the equipment and in the agreement.

21. The Client uses original or unique material in connection with the equipment at his entire risk. COMMS365 will not under any circumstances accept any responsibility for any loss or damage to this material.

22. The Client is responsible for any damage to the equipment and will be charged any repair costs.

23. All invoices, notices, demands or any communication from COMMS365 to the Client shall be regarded as having been properly delivered to the Client if posted by first class post to or left at the address of the Client stated on this agreement and shall be regarded as having been delivered the day after dispatch.

24. If the Client defaults in payment of any sum or sums payable to COMMS365 under the Rental Agreement for a period of more than 30 days from the invoice date the Directors of the Company will upon written request by COMMS365 pay such sum or sums as may be outstanding under the Rental Agreement.

25. In the event of there being more than one signatory this guarantee and our obligations and liabilities shall be construed and have effect as joint and several obligations and liabilities.

Important Notes:

Data Usage:

You are responsible for all data used during the rental period and any data used outside any agreed bundles will be charged at the rate of over usage shown above. We have an advanced Portal where data usage can be viewed at any time during the rental period. Please note that 4G allows the transfer of significant amounts of data and we do not limit data usage to the bundled amount due to the nature of the use of the rental services.

If, at any time of the month you are concerned about the data usagem please raise a ticket to support or speak to your account manager.

Configuration:

Comms365 Rental Services are advanced communication solutions. The standard build is set up for Internet Access.

It is your responsibility to check that the configuration will work with your application prior to Comms365 configuring the devices for your rental period. Changes to the configuration after the device has been shipped will incur additional costs.

Wi-Fi:

WiFi access points have different 'maximum concurrent' users so please ensure that you advise how many you will need during the initial requirements discussion.

Firewalls:

Please let us know if you intent to use an additional Firewall with the solution as we will need to configure the devices differently.

Deposits:

Deposits are payable to cover damage to the device and components. The deposit is not intended to cover loss of the device. Rental customers are advised to ensure that they have their own insurances in place to cover loss or excessive damage.

Your deposit will be repaid as soon as the equipment has been returned and checked by our engineers.

If the equipment is damaged beyond repair or lost, the customer agrees that it will be invoiced and will pay for the replacement of the equipment. The full cost of the equipment can be requested at any time from your account manager. Proof of postage does not remove liability of the equipment from the Customer until the equipment has been received and checked by Comms365 engineers.

Signal:

Please note that these services are MOBILE NETWORK based and as such will not work in every situation (or performance may be affected) for example underground, in poor signal areas, highly congested areas, metal cabinets, high rise buildings and buildings with no ability to install external antenna. This is not a fault with the equipment. It is the customer's responsibility to ensure that there is suitable mobile signal in the location where the device will be used.

Return of Equipment:

You will be offered a collection service (for large bonded equipment) – if you opt for this service, we may ship packaging materials to be used for the return of the device. A courier will then collect the equipment when you notify us of a date (and contact point). The date should be no later than the last day of rental. If the rental period drops into a new period, additional rental charges will apply.