

STARTECH – TERMS OF BUSINESS

1. DEFINITIONS AND LAW

- 1.1 The "Equipment" shall mean goods, components and other items hired by StarTech or any part thereof
- 1.2 The "Customer" is the person, firm, corporate or public body hiring the Equipment. Any person purposing to act on behalf of the Customer shall be bound by the Contract
- 1.3 "Consequential loss" shall mean loss of profits, contracts or other consequential loss or damages whatsoever
- 1.4 "Interest" shall mean interest calculated in accordance with Clause 4.1
- 1.5 The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts

2. HIRE TERMS

2.1 *Charges*

- 2.1.1 Hire charges commence from the date stated in the contract and are payable for the period of hire
- 2.1.2 Equipment must be returned on the date specified in the Contract in a clean and serviceable condition and the Customer must obtain the supplier's receipt/signature
- 2.1.3 Additional charges accrue at the full daily hire rate together with consequential loss in the event of the breach of these conditions or the equipment not being available for use by other customers
- 2.1.4 All cables must be returned coiled and taped and in default a charge of £1 per cable will be made
- 2.1.5 StarTech provide spare lamps and fuses with Equipment where appropriate. These and any lamps and fuses they replace must be returned with the Equipment and in default their full replacement cost will be charged
- 2.1.6 All charges are payable on demand

2.2 *Hire Period*

- 2.2.1 The hiring period commences on delivery/collection of equipment on the date specified in the Contract and continues for the period specified in the Contract and terminates at delivery/collection of equipment on the last day of the hiring period

2.3 *Power to Enter this Contract*

- 2.3.1 The signatory to the contract warrants that they are duly authorised on the Customer's behalf to enter into the contract and hereby personally indemnifies StarTech against all losses and costs that may be incurred by StarTech if this is not the case

2.4 *Customer's responsibilities*

- 2.4.1 The Customer's responsibility for the Equipment commences on receipt of the Equipment by the Customer or his agent or on delivery and ends when the Customer is in possession of StarTech's unqualified receipt for the return of all the Equipment
- 2.4.2 The Customer shall not at any time sell dispose or otherwise part with control of the Equipment or attempt to do so
- 2.4.3 The Signatory to the Contract and the Customer jointly and severally undertake with StarTech that everyone who uses the Equipment has been properly instructed in its safe and proper operation, and will ensure that every user is in possession of necessary instructional material, and further will not allow the Equipment to be misused.

- 2.4.4 The Customer will at all times fully indemnify StarTech against any expense liability, financial loss claim or proceedings whatsoever in respect of any personal injury or damage to, or loss of, any property arising out of, or in connection with, the delivery, hire use, non use, repossession, collection, return, or non return of the Equipment.
- 2.4.5 Nothing in this clause shall affect the statutory rights of the Customers or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977

2.5 *Electrical Equipment*

- 2.5.1 Any electrical Equipment should be used with plugs and/or sockets as fitted. If other plugs or sockets are to be fitted by the Customer, a competent person who shall also reinstate the same to the original condition prior to redelivery shall carry out such work. Adaptors are available
- 2.5.2 The Customer shall be responsible at all times to arrange a proper supply of electricity for use with the Equipment and ensure that the Equipment shall at all times be properly earthed, as required.

2.6 *Equipment Maintenance and Reporting*

- 2.6.1 The Customer shall ensure that the Equipment remains serviceable and clean during the hire period
- 2.6.2 Any breakdown or unsatisfactory working of Equipment shall be immediately notified to StarTech.
- 2.6.3 The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from StarTech.
- 2.6.4 Any damaged or unsatisfactory Equipment must be returned to StarTech's premises for examination at the Customers' cost
- 2.6.5 If the equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person the Customer shall notify StarTech immediately.
- 2.6.6 Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of StarTech.

2.7 *Compatibility of Equipment*

- 2.7.1 The Customer shall ensure that the Equipment is compatible and may safely be used with any other Equipment being used by the Customer.
- 2.7.2 The Customer shall be responsible for ensuring that any equipment is suitable for their purposes

2.8 *Insurance*

- 2.8.1 The Customer agrees to pay StarTech the full retail cost of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage, wear, tear or age)
- 2.8.2 The Customer shall insure the goods against the above liability
- 2.8.3 All monies received by the Customer from any insurance company or third party in settlement of any claim, shall be held in trust by the Customer and paid to StarTech on demand to the extent that any such payment is due under this clause.
- 2.8.4 The Customer shall not compromise or settle any claim without the express consent of StarTech.
- 2.8.5 In the case of Equipment, which is lost, stolen or damaged beyond economic repair, the Customer shall pay a charge at the full daily rate together with interest and consequential loss until the Equipment is replaced.

2.9 *Condition of Returned Equipment*

- 2.9.1 The Customer is fully responsible for care, safekeeping and return in good order of the equipment.

2.9.2 The Customer will reimburse all costs incurred by StarTech in rectifying the condition of any Equipment returned damaged or unclean and shall in addition pay a charge at the full daily hire rate together with interest and any consequential loss until rectification

2.10 *Termination of Hire*

2.10.1 StarTech shall be entitled to terminate the contract with immediate effect and to repossess the Equipment if at any time:-
(a) the Customer is in breach of these terms; or
(b) the Customer shall take any steps or if any act or proceeding is commenced in which the Customer's solvency is in the reasonable view of StarTech in doubt.
Such termination shall not affect the right of StarTech to recover from the Customer any monies due under this contract, interest, consequential loss or damages for breach

2.10.2 The Customer hereby authorises StarTech to enter upon any property upon which StarTech reasonably believe any Equipment to be, and StarTech in their absolute discretion may recover and remove the Equipment

2.11 The Customer hereby authorises StarTech (notwithstanding any subsequent Instruction to the contrary after the date of the commencement of the Contract) to deduct any sums properly due to StarTech arising under a breach of these terms from any credit card, debit card or charge account details of which are in the possession of StarTech.

2.12 Should the hire be cancelled after the booking has been confirmed the following cancellation charges plus value added tax shall be payable.

Up to 90 days before the hire period	10%
Up to 30 days before the hire period	20%
Up to 14 days before the hire period	30%
Cancellation at any later date	50%

3. CONDITIONS APPLICABLE TO HIRE

3.1 Payment and Interest

3.1.1 Where payments are not made on the due date StarTech will be entitled to Interest on the amount that is overdue at HSBC Bank plc base rate prevailing for the period for which such monies are overdue together with 4% calculated on a day to day basis

3.1.2 The payment of such interest shall be without prejudice to any other rights or remedies of StarTech

3.1.3 Any legal or other charges incurred in recovery of money or equipment shall be paid by the Customer

3.1.4 Notwithstanding any provision in these terms of business to the contrary the customer shall if required by StarTech pay such sum on account of the hire charges or price for goods and or services as shall be agreed at the time of placing the order

3.2 Liability

3.2.1 StarTech's liability for any defect in the equipment shall be limited to, and in no case exceed:

- (a) any manufacturer's warranty sold with the equipment; or if there shall be none
- (b) replacement or repair of the defective equipment; or
- (c) at StarTech's option a refund of the price

3.3 *Consequential Losses*

Nothing in these terms and conditions shall make StarTech liable for any consequential loss to the Customer including any expense liability loss claim or proceeding whatsoever caused by or arising out of the late delivery, non- delivery, unsuitability, incompatibility or unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same

3.4 *Injury to Persons and Damage to Property*

- 3.4.1 Subject to 2.4.4 above StarTech shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by any defects in the Equipment and where such defect is caused by the negligence of StarTech

3.5 *Rights Reserved*

- 3.5.1 Any failure by StarTech to enforce any or all of these conditions shall not be construed as a waiver of any other of StarTechs' rights hereunder
- 3.5.2 If any term in this contract shall be held invalid, such invalidation shall not affect the validity of the remaining terms

3.6 *Terms of Contract*

- 3.6.1 These conditions have effect in substitution for and to the exclusion of any condition put forward by the Customer

3.7 *Delivery and Carriage*

- 3.7.1 All times quoted or stated for delivery are approximate only
- 3.7.2 Hire charges do not include carriage. Any expenses incurred by StarTech in delivery or recovering equipment or attempting the same will be paid by the Customer
- 3.7.3 Where StarTech quotes carriage charges such charges will include only for the time to load or unload alongside the StarTech vehicle at the address specified by the Customer. Further time or attendance will be paid for by the Customer

3.8 *Copyright*

- 3.8.1 StarTech notifies the Customer that playing or showing copyright material in circumstances where the Customer or anyone authorised by him does not hold the appropriate Licence of the copyright holder he will infringe copyright and may become liable in damages for so doing
- 3.8.2 The Customer by accepting delivery of sound or visual reproduction equipment warrants that he has or will obtain the appropriate Licence for the said performance playing or showing, prior to using the equipment for the said purpose