

Rental Terms & Conditions

1 GENERAL

The terms and conditions below constitute the entire agreement between “the Customer” and Fibreplus Ltd. “Fibreplus” for the hire of available equipment. Unless otherwise agreed in writing by Fibreplus, these terms and conditions will apply to all transactions between the Customer and Fibreplus to the exclusion of any other terms and conditions. These terms and conditions do not affect your statutory rights as a consumer as defined by the Unfair Contract Terms Act 1977 or any statutory modification of that Act.

2 CHARGES

The rental charges shall be agreed at the beginning of the hire and shall be invoiced in advance. Rental periods of longer than four weeks can be invoiced monthly or as a whole in advance as preferred by the Customer. The term of the hire will be a minimum of one day unless otherwise stated in our quotation and shall continue to be charged thereafter for complete rental periods.

Weekly Rental Periods - the hire charges will be based on a full, seven-day week (including Bank Holidays), including the day the hire commences.

Monthly Rental Periods --- the hire charges will be charged based on a period of 4 weeks.

If the actual period of rental is shorter than the period of rental initially agreed at the commencement of the Hire, Fibreplus reserve the right to charge for a complete rental period in full.

At any time during the hire Fibreplus reserve the right to alter rental, delivery and collection charges and any discounts without prior notice.

All time is chargeable including Saturdays, Sundays and Bank Holidays. All charges are payable on demand. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any reasonable charges we incur in the recovery from you of money or Equipment.

3 COMMENCEMENTS AND TERMINATION OF HIRE

Commencement of Hire

The hire period will start on the day the equipment is either collected by the Customer from Fibreplus' premises or delivered to the site specified by the Customer.

The Customer will be given an opportunity to assign a person to whom an automated notification should be sent. A name, email address and mobile number of the designated person will be required to arrange automated notifications to be sent 1 day before the due date of the hire. An automated notification does not waive the obligation to notify Fibreplus of the Customer's intention to cease or extend the hire; further conditions shall apply.

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Termination of Hire

The equipment will not be collected or off-hired automatically by Fibreplus at the end of the initial period of hire, unless specifically requested in writing on the initial order. It is the Customer's sole responsibility to inform Fibreplus of their intention to cease the hire prior to the end of the hire period and to arrange the safe return of the equipment at the Customer's cost. Fibreplus reserve the right to charge the Customer for any additional rental periods if the Customer does not notify Fibreplus of its intention to cease the hire. Should the Customer fail to notify Fibreplus of their intention to cease or extend the hire, an assumed extension of one week will be continuously applied on a weekly basis. The Customer's intention to cease or extend the hire needs to be expressed on or before the due date of the hire.

It is the Customer's sole responsibility to ensure that the equipment is properly packaged and shipped back to the owner's premises before the end of the hire period. Failure to do so will invalidate the insurance for the shipment and any costs incurred due to damage, loss or theft will be invoiced to the customer.

In certain instances, Fibreplus may arrange their own transportation to collect the equipment from the Customers. In this instance it is the Customer's responsibility to ensure that the equipment is made available for collection at the agreed time. If the equipment is not available for collection at the agreed time or not suitably packaged, Fibreplus reserve the right to charge the costs of the failed collection to the Customer, subject to a minimum charge of £15.

If the Customer has agreed to purchase the equipment, the hire will be deemed to terminate when the Customer has paid Fibreplus in full for the equipment.

Without prejudice to any other rights under these conditions and in particular to the Customer's responsibility to inform Fibreplus of the Customer's intention to terminate the hire, Fibreplus may terminate the hire of the equipment at any time by giving the Customer 24 hours' notice in writing.

If a customer returns the equipment back to Fibreplus for repair due to a fault which is found to be a user error (an issue resolvable by a basic user check/clean) Fibreplus reserve the right to charge for a full service, plus any shipping and hire charges incurred.

If the customer wishes to extend the Hire period, it will be charged as a new term and is subject to availability and advanced bookings.

4 DELIVERY AND COLLECTION

Separate charges will be made for delivery and collection of the equipment. Details of Fibreplus' standard transport charges for delivery and collection of equipment are available upon request. Where the Customer's own transport is used it is the Customer's responsibility to adequately pack and protect the equipment for its return to Fibreplus' premises. All boxes must be marked fragile. It is the Customer's responsibility to agree the method of delivery and collection to be used prior to the start of the hire and to obtain Fibreplus' permission when the Customer's own transport is used. Should the Customer decide to arrange their own transport of the equipment, the Customer remains liable for the equipment until its return to Fibreplus premises.

All packaging materials are chargeable if not returned or are damaged upon return to Fibreplus.

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5 ACCEPTANCE CONDITIONS

Acceptance of delivery of the equipment by the Customer or its appointed agent will be conclusive evidence that the equipment has been examined and found to be complete as per the manufacturer's description and delivery report, in good order and condition, fit for any purpose for which it may be required and, in every way, satisfactory. Any unreported cosmetic defect or functional faults are to be reported to Fibreplus on receipt of goods.

6 INDEMNITIES

Any claim for damages by the Customer against Fibreplus arising out of the Customer's use of the equipment shall, subject to Fibreplus admitting liability or being found liable for such damages, be limited to the total amount of the rental payments paid by the Customer for the equipment to Fibreplus as at the date of Fibreplus receiving notification of any such claim. The Customer shall be solely responsible for and hold Fibreplus fully indemnified against any loss or damage (excluding death or personal injury) to the equipment and any loss of profit, cost or expenses and any loss or damage (excluding death or personal injury) to any property arising in connection with any of the equipment or as a result of its use thereof. Fibreplus shall not be liable for any loss other than death and personal injury which may arise out of or in connection with the failure of the said equipment for whatever reason. Save as provided by Law, Fibreplus exclude all warranties relating to the equipment and the Customer's use thereof except as specifically stated herein.

7 CUSTOMER'S OBLIGATIONS

The Customer agrees with Fibreplus during the contract of hire as follows:

- (a) To keep the equipment at the delivery address or in the Customer's own possession unless otherwise agreed in writing by Fibreplus.
- (b) Not to allow the equipment to be transferred to any country prohibited by the Department of Trade and Industry or the Bureau of Export Administration.
- (c) To permit Fibreplus or their authorised representatives to enter upon the premises or vessel where the equipment may from time to time be kept to inspect, maintain, repair and test the same, at any reasonable times.
- (d) To repay to Fibreplus on demand all costs, charges and expenses incurred in any way by reason of any breach of these terms and conditions by the Customer including, but not by way of limitation, all costs, charges and expenses incurred in determining the whereabouts of the equipment or recovering possession of the equipment from the Customer or other person and any consequential loss and/or cost of replacement suffered by Fibreplus as a result of the failure of the Customer to return the equipment in accordance with these terms and conditions.

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(e) To repay to Fibreplus on demand all costs, charges and expenses incurred in any way by reason of any breach of these terms and conditions by the Customer including, but not by way of limitation, all costs, charges and expenses incurred in determining the whereabouts of the equipment or recovering possession of the equipment from the Customer or other person and any consequential loss and/or cost of replacement suffered by Fibreplus as a result of the failure of the Customer to return the equipment in accordance with these terms and conditions.

(f) To keep the equipment in good condition and not subject to any misuse or wear and tear over and above that consistent with normal, reasonable use (including but not limited to use conflicting with the equipment manufacturer's recommendations).

(g) To maintain Fibreplus' and manufacturer's identification numbers or marks or any nameplates that there should be upon the said equipment.

(h) For deliveries within the European Union to assume upon receipt of the equipment until returned to Fibreplus or Fibreplus' appointed agents the entire risk of loss or damage to the equipment for any occurrence whatsoever. The Customer undertakes to arrange at its own expense's appropriate insurance cover with an approved insurance company against all insurable risks and to produce on request to Fibreplus evidence of such insurance and the payment of premiums thereunder.

(i) To notify Fibreplus in writing immediately of any loss or damage to the equipment and on demand to reimburse Fibreplus in respect thereof within 30 days of the occurrence. Fibreplus shall continue to charge the Customer the full cost of hire for the equipment until such payment is received. The Customer shall be liable for the full replacement cost of the equipment as new.

(j) To keep the equipment free from distress execution or other legal process and not create or allow to be created any lien over the equipment.

(k) Not to sell, assign, let on hire or transfer the benefit of hire contract in whole or in part or to part with possession of the said equipment or any part of it at any time during the hire.

(l) Not to make any alterations, modifications, or adjustments or attempt any repairs to the equipment.

(m) In the event of any breakdown or alleged defect in the equipment:

(n) The Customer shall, within 24 hours, give written notice to Fibreplus (which shall be deemed to be given once received by Fibreplus) of the discovery of the alleged defect specifying the nature of the defect.

(o) The Customer shall make no further use of the equipment alleged to be defective after the time at which the Customer discovers that it is defective.

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8 FIBREPLUS' OBLIGATIONS

Fibreplus will maintain the said equipment at no cost to the Customer and will provide such service at Fibreplus' premises during normal business hours save that the Customer will be liable for the cost of any repairs necessary as a result of a breach of clauses 7(k) or 9. In the event of failure of any item of equipment whilst on hire, Fibreplus shall use reasonable endeavours to an identical or similar item of equipment within 24 hours of notification for UK based equipment.

9 CONDITIONS OF USE

The Customer will use the said equipment observing all the manufacturer's instructions and other regulations that may be issued for the proper use thereof and shall be entirely responsible for any damage caused to the equipment through failure to observe such instructions or regulations or failure to use the same in a proper manner. The Customer will also take all reasonable and practical steps to ensure its use of the equipment conforms with the terms and conditions laid down in the Health & Safety at Work, etc., Act 1974 (in particular section 2(2)(b) and 2(2)(c) thereof) or any subsequent governing legislation. Fibreplus make the said equipment available purely for rental purposes and the Customer has no purchase rights or options, unless previously agreed in writing, regardless of the hire period. It is your responsibility to make sure that all persons who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instructions supplied by us. You must ensure that the Equipment is not misused.

10 DELIVERY DATES

Delivery dates quoted are intended as estimates only although reasonable endeavours will be made to adhere to them. In no circumstances shall Fibreplus be liable for delay in delivery arising from any cause whatsoever.

11 CANCELLATION

Cancellation or part cancellation of any order, can only be accepted with Fibreplus' consent in writing and on terms which indemnify them fully against loss.

12 PAYMENT TERMS

(a) Payment of all charges including hire charges and delivery charges is strictly due prior to initial delivery of equipment. Normal credit terms can be applied for on request.

(b) Payments sent by post are at the risk of the Customer.

(c) Fibreplus may charge and the Customer shall pay interest at the rate of 3% per annum above the LIBOR Rate for the time being on all sums which, from time to time, may be due from the Customer to Fibreplus hereunder and for the time being unpaid, such interest being calculated from the due date until the payment is received.

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- (d) Fibreplus reserve the right to alter the credit terms at any time when in Fibreplus' opinion the Customer's financial condition or previous payment record so warrants.
- (e) No payment is deemed to be made until received in Fibreplus' bank account.
- (f) The Customer shall not be entitled to withhold payment of any amount payable to Fibreplus because of any disputed claim of the Customer in respect of faulty equipment or any other alleged breach of this or any other contract between the Customer and Fibreplus, nor shall the Customer be entitled to set off against any amount payable under this contract any monies which are not then presently payable by Fibreplus or for which Fibreplus dispute liability.
- (g) Credit terms are only available for hire when the hire period is in excess of 1 week.
- (h) Fibreplus shall be entitled to recover from the Customer all fees and expenses (whether or not formal legal action is instituted) incurred as a result of any breach of these terms by the Customer or need to enforce same or in any other way arising in connection with these Conditions of Hire.

13 OWNERSHIP

The equipment is and shall remain the sole property of Fibreplus. The Customer shall not do or permit or cause to be done anything whereby the rights of Fibreplus in respect of the equipment are or may be prejudicially affected and the Customer is not allowed to claim capital allowances on the equipment.

14 DEFAULT

If the Customer defaults in making any payment for any period in excess of thirty days or if the Customer is in breach of these Conditions of Hire, or becomes insolvent or compounds with its creditors or has distress or execution levied upon its property or is wound up or goes into liquidation (except for the purposes of a solvent reconstruction) or has a receiver, administrative receiver or administrator appointed of the whole or any part of its assets or suffers any similar process under the law of its domicile then Fibreplus shall be entitled to terminate the agreement forthwith and enter upon the Customer's premises and remove the equipment without notice. Fibreplus are hereby indemnified by the Customer in respect of all and any damage or loss to the Customer or any third party resulting from the exercise by Fibreplus of its rights therein reserved. This shall include Fibreplus recovering all amounts outstanding and payable as a result of such action.

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15 FIBREPLUS LTD. WARRANTY

Fibreplus hereby warrant to the Customer that at the commencement of the hire period the equipment complies with its Manufacturer's description. The benefit of this warranty may not be assigned by the Customer to any other party. In no event shall Fibreplus be liable to the Customer for any consequential incidental or exemplary damages such as loss of revenues or use of any equipment or down time costs. Fibreplus shall not be responsible for any delays or failures in delivery of equipment or in making repairs, recalibration or replacement due to unavailability of parts, or labour, or industrial disputes, delays in transportation or other causes beyond its reasonable control. The foregoing warranty shall not apply to any damage to equipment caused by accident, misuse or abuse. Fibreplus do not warrant the merchantability of the equipment or its fitness or suitability for any particular purpose or use.

16 PERFORMANCE

Whilst application advice may be given no responsibility is accepted for incorrect results due to circumstances external to the equipment hired.

17 PATENTS AND COPYRIGHTS

Equipment may be subject to patent rights and/or legal protection.

18 SOFTWARE

Any software supplied or that accompanies rented equipment is provided by a 3rd party and are subject to their Terms & Conditions.

19 FORCE MAJEURE

If either Fibreplus or the Customer are rendered unable wholly or in part by Force Majeure to carry out their obligations under this contract the party affected shall give to the other immediate written notice of the Force Majeure with reasonable full particulars concerning it whereupon the obligation of the party giving the notice so far as it is affected by the Force Majeure shall be suspended during but not longer than the continuance of the Force Majeure. The affected party shall use all reasonable diligence to remove the effects of the Force Majeure as quickly as possible. The term Force Majeure as employed in this contract should be deemed to include but shall not be limited to any war, riot, act of God, fire, flood, government regulation or act, any natural or accidental disaster, any strike, lockout or industrial dispute or shortage of raw materials or fuel or any breakdown of machinery or any other cause outside the reasonable control of the party suffering such Force Majeure, but not in any circumstances including financial inability. If a party is rendered unable wholly or in part by Force Majeure substantially to carry out its obligations under this contract for a period of one year or more, then either party may declare the contract to be abandoned forthwith by written notice to the other party to that effect.

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20 GOVERNMENT PROCUREMENT

No Government Procurement regulation shall be included hereunder or be binding on either party unless specifically agreed to in writing and expressly incorporated herein.

21 DELAY

Fibreplus will not be liable for delays in performance hereunder due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of government, labour disputes, delays in transport and delays in delivery or non---delivery by Fibreplus' suppliers.

22 MISCELLANEOUS

(a) If any of these conditions or any part of one of these conditions is rendered void by any legislation to which it is subject it shall be void to that extent and no further.

(b) Any waiver, indulgence or forbearance by either party of any of these Conditions of Hire and/or any breach thereof shall apply only in the particular instant or instances in which such waiver, indulgence or forbearance occurs, and shall not affect or impair the further continuance in force of such terms and conditions, or the right of either party to avail itself of such terms and conditions upon any subsequent breach or breaches thereof.

(c) The exercise or implementation of or reliance upon any of the terms and conditions by Fibreplus shall not give rise to any right by the Customer to cancel any contract with Fibreplus.

(d) If any provisions of these Conditions of Hire are found by a court or other competent authority to be void and unenforceable, such provisions shall be deemed to be deleted from the Conditions of Hire and the remaining provisions shall remain in full force and effect.

23 V.A.T.

All prices quoted are exclusive of V.A.T., which will be charged at the rate in operation at the relevant tax point date.

24 NOTICE

Any notice, demand, statement or other written communication required or permitted to be given to the Customer by Fibreplus shall be deemed to have been given, delivered or sent by post or left at the address of the Customer stated in this Agreement or at the Customer's present or last known address.

25 RIGHT OF SET OFF

Fibreplus is irrevocably and unconditionally authorised at any time and from time to time without notice to the Customer to apply by way of set off any amount due and payable to Fibreplus under these Conditions of Hire against any other sums due and owing to the Customer by Fibreplus, provided that any such amounts are not the subject of a bona fide dispute between the Customer and Fibreplus.

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26 GOVERNING LAW

Any contract between the Customer and Fibreplus shall be governed by and construed in accordance with the Laws of England and the Customer agrees to be subject to the exclusive jurisdiction of the English Courts.

27 RETURN

Please ensure all your results have been downloaded from the equipment to your PC or laptop using the cable provided or via the on-board or removable memory facility. All results and set up's are deleted & formatted on return to our office in readiness for dispatch to the next customer. Should the Customer require Fibreplus to download/transfer results from the equipment, a relevant charge will apply. We take great care to ensure the tester arrives safely in a purpose packed box, therefore we request that you retain and re-use the same packaging for its safe return.