



Short Term Hire Equipment - Terms and Conditions

Definitions:

1. "Hirer" includes any assistants, employees, agents, or contractors of the Hirer.
2. "Owner" means The Cash Register Doctor Ltd, trading as TotalPOS Solutions.
3. "Equipment" includes any attached accessories or replacement parts supplied with the Equipment.
4. "Rental Term" means the period starting with the collection or delivery of the Equipment or the commencement date (whichever is the earlier) and finishing with the return of the Equipment by the Hirer to the premises nominated by the Owner.

Conditions of Hire:

5. The hiring is personal to the Hirer and the rights of the Hirer to use the Equipment cannot be assigned to any other person or company whatsoever.
6. All Equipment has been inspected and tested by the Hirer on collection or delivery to ensure that it is clean, operational, and that it is fit for the purpose for which it has been hired.
7. The Hirer will notify the Owner immediately if the Hirer becomes aware that the Equipment is not in good working order.
8. In the event of any breakdown or failure in the Equipment, the Hirer will not have any inspection or repairs performed by any person or company other than as the Owner may nominate.
9. The Hirer will pay charges at the rate and in the manner specified for the duration of the Rental Term.
10. The Owner will inspect the Equipment as soon as practicable after its return by the Hirer. If this inspection shows that any part of the Equipment is damaged or dirty (fair wear and tear excepted) the Hirer

Risk and Title:

11. The Equipment remains at all times the absolute property of the Owner but all risk for the Equipment is assumed by the Hirer for the duration of the Rental Term.
12. The Hirer accepts full responsibility for the safekeeping and care of the Equipment during the Rental Term.
13. The Hirer will insure or self-insure the Equipment for the duration of the Rental Term and will compensate the Owner for all loss, theft or damage to the Equipment however caused, whether or not such loss or damage was caused by any negligence, failure or omission by the Hirer.
14. If the Hirer fails to return the Equipment to the Owner by the agreed date or fails to pay the rental charges on the due date, the Owner or the Owner's agent may enter any land or premises owned, occupied or used by the Hirer, or any other premises where the Equipment may be situated as the invitee of the Hirer and take possession of the Equipment without being responsible for any damage caused in this process.

Signed for and on behalf of the Hirer

Printed name