**Rental Contract**

MarkerTech (UK) Limited

**Rental Agreement**

By this Rental Agreement, the Owner agrees to hire and the Hirer agrees to take on Hire from the start date on the terms set out in this Agreement the Equipment described in the Schedule for the Period of hire shown in the Schedule. The Equipment will remain the property of MarkerTech (UK) Ltd (the Owner) at all times.

**1. The Hirer agrees:***PROTECTION OF EQUIPMENT*
a) to be liable for any loss, theft or destruction of or damage to the Equipment how ever caused.
b) to keep the Equipment properly maintained allowing for fair wear and tear save as to the extent that maintenance is provided within this contract.
c) not to sell, assign, mortgage, charge, underlet or part with possession of the Equipment or any interest in it unless specifically authorised in writing by MarkerTech (UK) Ltd.
d) to provide the required suitable electric current to operate the Equipment, and to purchase all other supplies consumed for the Equipment from MarkerTech (UK) Ltd.
e) the Owner does not make or give any warranty as to the Equipment’s quality of fitness for the Hirers purpose.
f) theft of any of the Equipment described in the Schedule will be notified to the Police and MarkerTech (UK) Ltd immediately.
g) the Equipment will remain the responsibility of the Hirer until returned in full working order to MarkerTech (UK) Ltd’s Premises.
h) the Hirer will be responsible for any damage incurred in transit due to the goods being incorrectly or inadequately packaged by the Hirer.

**2. The Owner Agrees:**
*MAINTENANCE OF EQUIPMENT*
a) to maintain the Equipment during the Period of Hire. The Equipment under normal circumstances be replaced or repaired within two working days of a fault being reported and the Owner shall use all reasonable endeavours to repair or replace as soon as possible and will keep the Hirer informed of progress in that regard. The Owner will not be liable for consequential losses in respect of any failure of the Equipment or inability to repair or replace. The Owner will not be liable for any carriage charges incurred when replacing faulty Equipment.

**3.The Owner and Hirer agree that:**
*TERMINATION of HIRE AGREEMENT*
a) if the Equipment is lost, stolen, destroyed or damaged the Hirer will immediately give the Owner notice and Rental fees will continue to be billed to the Hirer at the quoted monthly rate until such time as the Owner is fully re-imbursed with the value of the goods as per this schedule.

b) the Hirer will be treated as having repudiated this agreement if the Hirer
(i) fails to pay on the relevant due date any monthly Rental or other sum due under this Agreement.
(ii) commits any breach of clause I (c).
(iii) fails for more than 7 days after a request from the Owner to remedy any other breach of this Agreement.
c) the hiring under this Agreement will terminate automatically and the Owner may (by lawfully entering upon the Hirers premises and repossessing the Equipment or otherwise) terminate this agreement at any time if the Hirer repudiates this Agreement.
d) on early termination of this Agreement all remaining outstanding payments will become due by the Hirer.
e) on any termination of this Agreement the Hirer will immediately pay to the Owner with VAT.
(i) all arrears of Rentals and other sums e.g. repossession and repairing costs, outstanding consumable costs.
(ii) full replacement cost for all items not returned or returned damaged.
f) at the end of the Period of Hire the Hirer will contact the Owner to confirm collection of the Equipment. If confirmation is not received within 24 hours of this date then the Agreement will be automatically invoiced for a further Period of hire at the Rental rate in force at the time.

g) should the Owner’s business cease for any reason during the initial Rental Period the Ownership of the Equipment passes to **Weidmuller Ltd.**

**4. INSURANCE**
The Hirer will maintain insurance on the Equipment listed in the Schedule for its full reinstatement value for loss or damage by any cause whatsoever until the hire is terminated and the Equipment returned to the Owner. The Hirer agrees to produce to the Owner within 3 working days of a request the insurance certificate, policy and any schedule and agrees that the Owner may retain a copy of such documents.

**5. LIABILITY**
The Owner accepts no liability for the loss, damage, injury or death to any company, firm or person arising in connection with the use by the Hirer of the Equipment including without prejudice the failure of the Equipment

**6. CONSUMABLES**
The Hirer is responsible for providing all consumables, markers ink etc. which must be purchased from the Owner.

**7. HIRE PERIODS**A month is one 28 day Period or any part thereof. Delivery and Collection charges are not included in the Rental rate.

**9. CANCELLATION**
Orders cancelled 7 days prior to the commencement of hire are charged in full, orders cancelled 14 days prior to the commencement of hire are charged at 50% of the Hire rate.

**10. EARLY TERMINATION**
Upon termination prior to the completion of the Agreed Term the Hirer shall return the Equipment to the address which the Owner shall specify and the Hirer will pay to the Owner by way of agreed damages:

a) All arrears of Rental and interest on such arrears to be calculated at the rate of 4% over the base rate of The Royal Bank of Scotland plc; and

b) All Rentals which would have been payable for the remainder of the agreed term less:

(i) A discount at the rate of 3% per annum for accelerated payment, calculated from the date of payment until the date such payment would otherwise have been made; and

(ii) the net sale proceeds obtained by the Owner on a sale of the Equipment after deducting all costs of transport, storage and sale. The Owner will be under no obligation to the Hirer as to the carrying out, method, or timing of any sale or the price obtained; and

(iii) all other sums due from the Hirer to the Owner under this Agreement.

**SCHEDULE**

# The Equipment PrintJet CONNECT Serial No TBC

# The Equipment Value £5,000

# The Initial Rental Period 12 months

# The Rental Charge £300.00 per month

# The Rental Start Date

**For the Hirer**

SIGNED ……………………………………….

PRINT NAME ……………………………………….

COMPANY

DATE

ADDRESS:

Telephone No:

**For the Owner**

SIGNED 

PRINT NAME Luke Milton

COMPANY Markertech UK Ltd

DATE

ADDRESS: Unit 18

 Grenada Park Ind. Est.

 Llangatock

 Crickhowell

 NP8 1HW

Telephone No: 01981 251744

Weidmüller Contact Details

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