

# Terms and Conditions for Equipment Rental

## Table of Contents

1.	DEFINITIONS.....	3
2.	GENERAL OVERVIEW OF THE RENTAL.....	3
3.	AT THE START OF A RENTAL.....	4
	Definition of the rental start date .....	4
	Delivery Costs, Delivery Timings and Delivery requirements.....	4
	Carrier Waiting Time .....	5
	Helping the Carrier with your delivery .....	6
	Delivery Checks .....	7
	Important Points to avoid misuse issues.....	7
	Remote Help Setting up the Equipment .....	8
4.	DURING THE RENTAL .....	8
5.	AT THE END DATE OF A RENTAL.....	10
	Definition of the rental end date .....	10
	Collection Costs, Collection Timings and Collection requirements.....	10
	Carrier Waiting Time .....	12
	Helping the Carrier with your collection .....	13
	Collection checks.....	13
	Important Points to avoid Misuse Issues .....	14
	Help De-Installing the Equipment .....	14
6.	CANCELLING YOUR RENTAL CONTRACT.....	14
7.	RENTAL CHARGES .....	15
8.	CONSUMABLE CHARGES.....	16
9.	CUSTOMER RENTAL OBLIGATIONS .....	17
	Rental Location.....	17
	Equipment Care.....	17

General Considerations .....	18
Customer Insurance .....	18
Financial Hardship .....	19
10. OWNERSHIP .....	19
11. SALE OF EQUIPMENT .....	19
12. PAYMENT .....	19
13. DEFECTS AND LIABILITY .....	20
14. FORCE MAJEURE .....	21
15. SEVERANCE .....	21
16. WAIVER .....	21
17. TERMINATION OF CONTRACT .....	21
18. TECHNICAL SUPPORT .....	21
Reporting a Fault .....	21
What to do when your Equipment appears to be faulty .....	22
Faulty Inks or Printheads .....	22
Faults which are not covered by this Rental Agreement .....	23
Checks that the Customers IT Team can carry out .....	23
Software issues .....	23
Customers Responsibilities when a fault is reported .....	24
Expertise of Equipment Engineers .....	24
Customers who are unable to carry out their own checks .....	24
Accidental Damage/Misuse/Fire or Water Damage/Theft .....	24
Equipment Relocation Request .....	25
Equipment Servicing .....	25
19. HEADINGS .....	25
20. NOTICES .....	25

## 1. DEFINITIONS

In these terms and conditions the following words and expressions shall have the following meanings:

- 1.1. **"The Company"** means Resolution (GB) Limited (also trading as HP Plotter).
- 1.2. **"The Customer"** means the a private individual or business who is hiring the equipment pursuant to the Contract.
- 1.3. **"The Contract"** means the Contract between the parties for the hire or rental of the Equipment, evidenced by a Quotation and followed either by a confirmation of order made by either party via email or where a payment has been made by the Customer. All rentals are subject to these terms and conditions contained herein.
- 1.4. **"The Equipment"** means the equipment rented by the Company to the Customer under the Contract.
- 1.5. **"OEM"** means Original Equipment manufacturer e.g. Hewlett Packard.
- 1.6. **"Notice in Writing"** means that the Customer must send an email to the Company to both [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) and [accounts@hpplotter.co.uk](mailto:accounts@hpplotter.co.uk) to either cancel or amend anything related to their rental agreement. If the Company fails to respond within 4 hours (an automated response is not counted as a response) then the Customer must telephone 01256 783390 to request a written response. Where such notice relates to a more time critical matter such as changing or cancelling an imminent collection, delivery, or an engineering visit, then notice must be given by email by 12 noon at least 2 business days prior and if the Company fails to respond within 4 hours the Customer must telephone 01256 783390 immediately to avoid any possible cancellation charges.

## 2. GENERAL OVERVIEW OF THE RENTAL

- 2.1. The Company agrees to rent the Equipment as the case may be in accordance with the Contract and these Terms and Conditions.
- 2.2. All Quotations and the acceptance by the Company of any Order is on the understanding that the Customer accepts these Terms and Conditions. These Terms and Conditions shall form the basis of the Contract and no other Terms and Conditions will be accepted, whether forming part of the Customers Purchase Order or not and will only be amended if expressly varied in writing by a Director of the Company.
- 2.3. Subject to sub-clause 2.2 hereof no employee, agent or other representative of the Company shall be empowered to waive the rights of the Company hereunder or vary these terms and conditions orally or otherwise.
- 2.4. Orders whether received as a result of a Quotation or otherwise are subject to acceptance by the Company in writing.
- 2.5. The Company reserves the right to change these Terms and Conditions from time to time by updating these Terms and Conditions online. A web address to the Terms and Conditions will also be provided on the Customers invoice so that the Customer has access to current Terms and Conditions at all times and may choose to review these Terms and Conditions upon the receipt of every invoice. The Customers continued rental constitutes acceptance of all current Terms and Conditions.

2.6. The Customer may rent the Equipment for any period of time acceptable to the Company, however the minimum billable rental charge is for one week (7 days).

2.7. The Company tries to offer as much flexibility with rental dates as possible and this being the case the Customer can either select a definite period of rental with a clear start and end date, or they may select a rolling contract which runs either week to week or month to month. A month to month rolling contract is cheaper. A rolling contract means the Customer does not have a fixed date in place for the rental collection and either rents from week to week or month to month and then provides due notice when they wish to stop renting. A rolling contract running week to week requires 1 weeks' notice in writing and a rolling contract running month to month requires 1 months' notice in writing.

2.8. The Customer may request an extension to a definite period of rental where they wish to extend the rental past the original end date. Provided the equipment has not been organized for a rental elsewhere then the Company will move the Customer onto a rolling contract as detailed in 3.2 above

2.9. The Customer may also request that the printer be collected anytime although all charges owing as per this Contract will be liable for payment. For full details about cancelling your contract, please refer to Section 7 below.

### 3. AT THE START OF A RENTAL

#### Definition of the rental start date

3.1. The start of the rental period will be defined as the date when the equipment is delivered to the site address and when the Customer accepts and/or signs for delivery of the printer from the designated carrier OR will be defined as the date the Customer collects the printer from the Company (in which case the Customer must provide appropriate evidence that they have sufficient insurance in place to cover all risks during the rental period in so much that should there be an accident and the printer is damaged, the insurance will cover the cost of replacement equipment). The only exception to this is where delivery has been arranged on an agreed date and the Customer has not been available to accept delivery as arranged, or has failed to show up on the date agreed to collect the equipment. In this case the start of the rental will be defined as when the carrier first attempted to deliver the equipment or when the Customer first agreed to collect the equipment.

3.2. Where an Installation service is requested, the start date of the rental will be defined as the date the equipment was delivered by the Carrier to the customers site. Typically the engineer will arrive on site the next working day if the customer has not paid for a timed delivery. If a timed morning delivery has been paid for, the engineer can be arranged to attend site and undertake an installation for the Customer later that same day.

#### Delivery Costs, Delivery Timings and Delivery requirements

3.3. The Company shall endeavor to adhere to all agreed delivery dates to the best of their ability, however **time shall not be deemed to be of the essence** with any deliveries where the customer has not paid an additional fee for a 'timed delivery'. If there are any delays for a timed delivery the customer shall be credited as if they had arranged a standard delivery only which is anytime between 0900-1700 hours. To be clear as to agreed timed deliveries, all invoices shall state the timings of a paid for timed delivery e.g. "Pre 10:30am timed delivery". In all cases however, the Company shall not be liable for any loss, damage or claim occasioned by or consequential on the non-delivery on the expected date. Moreover where the date is absolutely critical such as, for example, a planned delivery on a vessel which is sailing that same day, then the Customer must themselves attempt to build in at least a 24 hour buffer to help provide sufficient time to pull together a contingency plan, should such unforeseen events occur.

3.4. It is the responsibility of the Customer to be available from 0900-1700 hours throughout the designated day for any equipment delivery. All timings discussed by the Company to the Customer will be deemed to be approximate timings **only** to assist the Customer and are not guaranteed in any way. The Company shall expect all persons or businesses renting equipment to operate during normal working hours unless otherwise emailed in writing to [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) with a copy to [accounts@hpplotter.co.uk](mailto:accounts@hpplotter.co.uk) no less than 2 business days before the delivery is planned, and by 12 noon. For example if the Customer unexpectedly needs to leave the office by 3pm on the Monday (being the day arranged for the delivery), then they need to contact the Company via email no later than 12 noon on the Thursday beforehand - or by 12 noon on the Wednesday beforehand if the Friday is a Bank Holiday. If no response is received within 4 hours then the Customer should telephone the Company on 01256 783390 by no later than 5pm on the day that notice was provided, to discuss the email sent and to ensure the issue with delivery is known and highlighted fully. A failure to provide this information in writing and a failure to follow up with the Company when no confirmation has been given (an auto response is not a confirmation), which may later cause an abortive delivery will be billable.

3.5. The Customer needs to be aware that should they provide good advance notice that they will be unavailable during part of the core hours of 09:00-17:00 hours to accept a standard delivery, and where they have not paid for a timed delivery, that the cost quoted to deliver may be increased. This is because the Carrier has provided their rate based upon a planned route which allows them to control the timings between the 09:00-17:00 window provided. If the Customer removes the Carriers capability to deliver at any time between these core hours (for example "I won't be at home from 3pm onwards"), then it may no longer be viable for the Carrier to include the Customers delivery within the original planned route. The Customer can decide if they wish to reschedule their delivery to another day, pay the extra amount to deliver at a more convenient time during the day, or continue with the delivery as planned and make alternative arrangements such as organise for a neighbor or another work colleague to handle and sign for the delivery on their behalf. Either way, the date of rental will still be billed from the original scheduled date requested by the Customer once they have set up and paid for this service and the Customer is responsible for ensuring someone is there to greet the Carrier when they arrive and any delays whereby the Carrier later bills the Company for waiting time will be passed directly onto the Customer.

#### Customer Approved Collections

3.6. Office hours for customer collection of goods are 0900 to 1700 hours Monday to Friday excluding Bank holidays. The customer should bring along a second person to help them lift the equipment from the Company's demo room to their vehicle, as there are no guarantees the Company will have the facilities or staff to assist them on the day. The Company does not have ramps, ties, protective coverings or other equipment designed to protect the equipment while in transit, because this is normally outsourced to a professional third party. The Customer must supply this equipment themselves and must also submit a copy of their Insurance at least 1 business day before the Equipment Collection showing that the Equipment will be fully insured against all risks, from the date and time of moving the equipment from the Company's premises until the equipment is returned back to the Company's premises. The insurance must provide an "as new" replacement value in the event of an insurance claim for accidental damage, fire or theft.

#### Carrier Waiting Time

3.7. A carrier will only wait for up to 10 minutes when they arrive onsite. They have other deliveries and collections for other customers to make and waiting time is billable over and above the cost of the delivery charge. If the carriers charge waiting time to the Company then the Company will pass this charge directly to the Customer responsible for keeping the carrier waiting. Therefore, the onus is on the Customer to arrange for

members of staff to be ready to assist the carrier immediately upon the carriers arrival and to put appropriate measures in place as required such as having the paperwork for gate security sorted in advance, organizing reserved parking for the carrier where required, arranging to have sufficient staff to assist the carrier with lifting the equipment out of the vehicle to the kerbside and transferring the equipment safely inside the Customers premises.

3.8. If the Customer expects a carrier to have delays longer than 10 minutes in order to carry out a delivery – for example to gain access to their address where they are on a military site or a secured site, where the Carrier is expected to sign in and wait at the gates to be collected or to have a safety briefing or have a security search carried out on their vehicle, then the Customer must give a clear indication ahead of time of how long they expect the delay to be, and must add in a margin for error, and provide the Company notice in writing covering a “maximum delay time”. This will enable the Carriers to have an opportunity of providing appropriate costs for their waiting time. The “maximum delay time” notice must be emailed to [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) and copied to [accounts@hpplotter.co.uk](mailto:accounts@hpplotter.co.uk) at least 2 business days before collection and by 12 noon. If no response is received, the Customer must then telephone the Company about this issue on 01256 783390 at least 2 business days before collection. When the Carrier has waited for the maximum delay time possible that the Customer has indicated, for example ‘1.5 hours’ but then finds that their delivery has still not been completed through no fault of their own, then the Carrier is within their rights to leave the site without delivering the equipment if it is putting their other collections or deliveries at risk. If this happens, the Customer must pay for the aborted delivery attempt. We therefore recommend the Customer provides delay timings which are unlikely to be exceeded. If the Carriers have the capability to wait longer (without adversely impacting their other scheduled jobs), the cost is £30 for every 15 minutes, billable in 15 minute chunks. The Customer should be clear that the Company’s carrier will charge for both mileage and time and not just mileage (in much the same way as a London Taxi Cab does) therefore while the Carrier will take the financial hit on unusual traffic delays on normal roads or motorways, if the Carrier has to wait to pass through security to get to the Customer who is located on a secure site then the Customer is liable for any time delays experienced during this time.

#### Helping the Carrier with your delivery

3.9. The Customer should be aware that the Carrier sends 1 delivery driver only, who is charged to make a kerbside ground floor delivery which will require the Customers assistance to help move the equipment from the waiting vehicle to the kerbside (as it is usually a 2 man job). Where the Customer requests assistance, the Carrier will, at their own discretion, assist the Customer by delivering the equipment inside the Customers front door, provided it is an easy delivery, with no steps or cobbles to negotiate, where the printer can be easily wheeled or carried over a smooth surface from the waiting vehicle into the Customers premises, and where the Customer has somebody available and physically capable of assisting the driver. Where the Carrier encounters difficulties which includes no drop zones, insufficient free on-site parking closeby, insufficient delivery zones, poor or bad access, steps or steep gradients or lack of Customer assistance or ability to move the equipment from the vehicle to the kerbside, and where the Carrier is unable to deliver because they cannot by themselves move the equipment alone, then the Customer must contact the Company immediately on 01256 783390 and re-arrange the delivery. The aborted delivery will be billable and the next delivery arranged may be more expensive where, for example, the carrier needs to engage a 2-man team to assist with carrying out the delivery.

3.10. The Carriers used by the Company are not insured to carry equipment up or down stairs for deliveries or collections and are tasked only with delivering kerbside. If the Customer would like the Carrier to assist them to move the Equipment from the kerbside, then in the event of an accident resulting in damage to the Equipment,

the Company will charge the Customer for any damage - whether the Customer perceives the fault of the accidental damage was due to the Carrier or not. This is because the Carrier has only been engaged by the Company to offer a kerbside delivery.

3.11. Where there has been a failed delivery the Customer may lose rental days. Where it is possible to do so, the Company will attempt to give the Customer the original number of rental days paid for – but this only applies if the printer is not being rented elsewhere directly afterwards. However, a delivery failure due to a failure by the Customer will incur another delivery charge.

3.12. In case of an unforeseen delay in a rental delivery, the Company will notify the Customer as soon as reasonably practicable. There are many reasons for unforeseen delays such as a previous rental customer has delayed the Company's collection of the rental machine which has impacted the Company's ability to achieve the expected delivery date – or the printer may have an unexpected fault which requires a repair or the Carrier's vehicle may have broken down during transit to the Customer's site. The Company will do everything in its power to minimise any delays, however, no losses for the delay whether financial or otherwise will be paid to the Customer. Where the date of delivery was critical to the Customer, such as a short term rental, then at the Directors discretion only the Company may allow the contract to be cancelled down without providing the normal notice period where it is reasonably accepted that such a delay to the Customer means it is no longer viable to carry out a delivery, in which case all payments made will be refunded back to the Customer. Where consumables have been sent in good faith to the Customer ahead of the rental, then the Customer must return these consumables at their own cost. If they are not returned within 7 days then the Customer will be invoiced for them.

#### Delivery Checks

3.13. When the Equipment first arrives on a Customer's Site, the Customer should check over the equipment and note any major scuffs or dents or breakages of the equipment and contact the Company immediately on the same day of delivery, so that the cost of the repair is assigned to the Carrier for damage in transit rather than the Customer. The Customer should ideally take photographs of the damage so that it is clear what has happened.

3.14 The Customer must next ensure that the Rental Kit Box shipped with the rental machine has everything inside it that has been listed as being inside the box, because at the end of the rental everything needs to be returned or will be billed for if missing. If anything is missing it should be reported within 24 hours. The customer must also switch on the printer within 24 hours of a delivery and do a test print to check that the equipment is working to their satisfaction and immediately report any issues with the printer including error codes or error messages, ink leakage, unusual sounds or unusual smells (such as smoke). It is important that the Customer does not leave it until the day they need to print before switching on the equipment and finding that they suddenly have an issue with no time to use the Equipment before it needs to be returned or before their own deadline. It is also better to contact the Company as early as possible in the day to log a fault because it gives the Company the best opportunity to ship out spare parts and arrange an attending engineer as quickly as possible. Telephoning after 2pm means the Company may lose the opportunity of shipping out spare parts until the following day.

#### Important Points to avoid misuse issues

3.15. The Customer must not allow the printer to be rolled over mud, uneven surfaces, pavements or roads during transfer from the kerbside to their premises – as it is likely to cause a buckling of wheels. The Printer Equipment is only designed to roll over carpet, tile or normal indoor flooring. In such cases the Customer must

arrange for two people to carry the equipment across the ground to ensure it isn't damaged. The customer must also not tip the printer in any way but must maintain its normal upright working orientation in order to avoid ink spilling inside the machine. This means that the Customer must not attempt to move the printer up or down stairs without engineering advice first from the Company, because some equipment will require a de-installation in order to avoid damage when tipping. All damage caused by the Customer will be billable and classed as misuse.

3.16. The equipment must be used in accordance with OEM operating instructions e.g. there must be no power fluctuations, it cannot be too hot, too cold, too dusty etc. For this reason, it is STRONGLY recommended that the customer fit an anti-surge device to the printer. If no anti-surge device is fitted and there is a repair required for any electronic/electrical components, then such repairs are billable where it is found that the Customer has not protected the printer sufficiently. (This can be an expensive repair so we recommend you purchase an anti-surge device from us for £18+VAT and use it throughout the rental period). Certain rental customers such as University Students will be provided a surge device FOC but it must be returned at the end of the rental.

3.17. If the customer should accidentally tip or knock the equipment over, then the equipment should be placed upright onto a plastic sheet (to protect the Customers floor) and immediately switched off and left off. The Customer must telephone the Company who will arrange for an engineer to attend site to check the equipment over. By keeping the equipment switched off the Customer may avoid larger repair bills because it may stop further damage to the electronics components if ink has leaked onto them.

3.18. The equipment will always have a minimum and maximum limit in terms of the weight of media that can be used, and this must be respected. For example, to use media which is too heavy for the equipment may result in a blunt cutter, a burnt out motor plus undue stress on the belt and other parts which will cause a breakdown. If the media used by the Customer causes damage to the equipment, then the Customer will be liable to pay for the repair costs.

#### Remote Help Setting up the Equipment

3.19. If the Customer has not paid for installation of the equipment, then any help provided by the Company via remote telephone assistance to help the Customer set up the equipment for printer/scanning post delivery will be billable as per the original quotation provided.

3.20. The Customer can request an installation service when first placing an order but if the Customer is having difficulties and prefers to organise full installation post delivery, then this can be arranged at the original quoted rates. An installation is a billable service where an engineer attends site and installs the equipment (placing printer drivers on up to 5 machines), carries out a test print to ensure the equipment is working correctly and then provides basic user training.

## **4. DURING THE RENTAL**

4.1. The Customer shall notify the Company if any maintenance or repair of the Equipment is required. Maintenance and breakdowns shall be undertaken by the Company and is included within the cost of the rental agreement. Where breakdowns are as a direct result of the hostile conditions on the customers site (e.g. too hot/cold/dusty) then the Company will also provide notice of increase rental costs to cover the increased cost of supporting a printer in such an environment. The Company also reserves the right to remove the printer from any hostile environment and bring the rental agreement to an immediate close. Where there is a repair request which is considered by the Company to be as a result of misuse (accidental or otherwise) then such repair covering callout, engineering labour, spare parts and revisits are billable.



4.2. Where the Customer is renting a printer which is designed for printing smaller volumes but is using it for much larger print volumes to keep their own rental costs to a minimum (but which in turn causes increased repair costs and greater wear and tear on parts and higher costs to the Company), then once this information becomes known, the Customer will be notified of an increase in future rental charges to cover the additional wear and tear on equipment. This will include replacement costs of the printhead in a rental which may be less than 6 months duration but where the Equipment has been used to such an extent that it exceeds normal print volumes expected for the Equipment over a 12-month period of normal use. The list below provides a useful guideline covering the maximum print volumes per month for equipment:

<b>Printer Model</b>	<b>Prints per month (normal use)</b>
T120 24in	50
T1500, T1530 & T1530ps 36in	400
T1700 44in	400
T2530 & T2530ps MFP 36in	400
T3500 36in	1000
T520 24in & 36in	50
T730 36in	100
T830 MFP 24in & 36in	100
T930 & T930ps 36in	200
Z2100 24in	100
Z2600ps 24in	100
Z3200ps 24" & 44in	300
Z5400 44in	400
Z6200 42in	1000
Z6ps & Z9ps 24in & 44in	300

4.3. The Customer must purchase all inks, paper and printheads from the Company – please refer to Section 9.

4.4. The Customer must notify the Company if it wishes to move the equipment to a different address – please refer to Section 10.

## 5. AT THE END DATE OF A RENTAL

### Definition of the rental end date

5.1. The end of rental period will be defined as the date the equipment is collected by the Carriers – or the date that the Customer delivers the equipment back to the Company. If the Company collects the equipment later than the end date requested by the Customer (usually to best fit in with carrier timings), then no additional charges will be made to the Customer for additional rental days. However, where the collection has had to be re-arranged or aborted, through no fault of the Company, then the rental end date will be defined as the date that the Company is finally able to receive the equipment back into stock. This will impact the Customer who will receive the further costs on a pro rata basis covering the additional rental days. Where the collection has been re-arranged or aborted through no fault of the Company or the Customer (for example a bomb scare where the carrier cannot collect the printer as the roads have been blocked by police – being a true recent example) then the Director will either share the burden with the Customer for the printer extension where sales have been lost due to the non-collection - OR - at the sole discretion of the Director, where no sales have been lost, then the additional billable rental time will be waived in full.

5.2. A Customer can request a morning-only or afternoon-only collection if it is more convenient to them, but a timed delivery fee will then be applied should the Customer be unable to allow a collection to take place anytime between 0900 to 1700 hours. If the Carrier arrives on site as arranged and is unable to collect the equipment as planned, the Customer will need to pay for both the aborted collection and cover the cost of an extended rental. If an agreement was made that the Customer was supposed to return the equipment back to the Company and fails to do so by 5pm, then until the printer is received back in to stock, the rental period will continue and will be charged accordingly. If such a delay has impacted the Company's ability to service another customer, then the company is at liberty to charge an administration fee being equal to no more than 1 week rental at the weekly rental rates.

5.3. Where a de-installation service is requested, the end date of the rental will be defined as the date the equipment was collected by the Carrier, which is not necessarily the date that the de-installation is carried out.

### Collection Costs, Collection Timings and Collection requirements

5.4. Upon expiry of the period hire, the Customer must return the Equipment at its expense to the Company unencumbered and in good repair and condition, complete with all original packing and accessories. Where there have been issues with wrong ink or paper supplied, these must be returned at the same time in their original boxes and in good resaleable condition.

5.5. The Company shall endeavor to adhere to all agreed collection dates to the best of their ability, however **time shall not be deemed to be of the essence** with any deliveries where the customer has not paid an additional fee for a 'timed delivery'. If there are any delays for a timed delivery the customer shall be credited as if they had arranged a standard delivery only which is anytime between 0900-1700 hours. To be clear as to agreed timed deliveries, all invoices shall state the timings of a paid for timed collection e.g. "Pre 10:30am timed collection". In all cases however, the Company shall not be liable for any loss, damage or claim occasioned by or consequential on the non-collection on the expected date. Moreover where the date is absolutely critical such as, for example, a planned delivery on a vessel which is sailing that same day, then the Customer must themselves attempt to build in at least a 24 hour buffer to help provide sufficient time to pull together a contingency plan, should such unforeseen events occur.

5.6. It is the responsibility of the Customer to be available from 0900-1700 hours throughout the designated day for any equipment collection. All timings discussed by the Company to the Customer will be deemed to be approximate timings **only** to assist the Customer and are not guaranteed in any way. The Company shall expect all persons or businesses renting equipment to operate during normal working hours unless otherwise emailed in writing to [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) with a copy to [accounts@hpplotter.co.uk](mailto:accounts@hpplotter.co.uk) no less than 2 business days before the collection is planned, and by 12 noon. For example if the Customer unexpectedly needs to leave the office by 3pm on the Monday (being the day arranged for the collection), then they need to contact the Company via email no later than 12 noon on the Thursday beforehand - or by 12 noon on the Wednesday beforehand if the Friday is a Bank Holiday. If no response is received within 4 hours then the Customer should telephone the Company on 01256 783390 by no later than 5pm on the day that notice was provided, to discuss the email sent and to ensure the issue with collection is known and highlighted fully. A failure to provide this information in writing and a failure to follow up with the Company when no confirmation has been given (an auto response is not a confirmation), which may later cause an abortive collection will be billable.

5.7. The Customer needs to be aware that should they provide good advance notice that they will be unavailable during part of the core hours of 09:00-17:00 hours to accept a standard collection, and where they have not paid for a timed collection, that the cost quoted to collect may be increased. This is because the Carrier has provided their rate based upon a planned route which allows them to control the timings between the 09:00-17:00 window timeframe provided. If the Customer removes the Carriers capability to collect at any time between these core hours (for example "I won't be at home from 3pm onwards"), then it may no longer be viable for the Carrier to include the Customers collection within the original planned route.

The Customer can decide if they wish to reschedule their collection to another day, pay the extra amount to collect at a more convenient time during the day, or continue with the collection as planned and make alternative arrangements such as organise for a neighbor or another work colleague to handle and sign for the collection on their behalf. Either way, the date of rental will be billed up to the date that the Carrier can collect the equipment and the Customer is responsible for ensuring someone is there to greet the Carrier when they arrive and any delays whereby the Carrier later bills the Company for waiting time will be passed directly onto the Customer.

5.8. Office hours for customer delivery of goods are 0900 to 1700 hours Monday to Friday excluding Bank holidays.

5.9. Where collection of the equipment cannot take place because the Customer has lost or mislaid the equipment (for example the equipment has been stolen or is being held by a third party for whatever reason) then the Customer will be charged for the aborted delivery if they have not notified the Company beforehand AND will be charged for the replacement cost of the equipment if it is not returned within 7 working days. The police will also be notified.

5.10. In addition to rental charges, the Customer will always be charged a collection charge to return the printer back to the Company. In some cases, particularly for short term rentals, the customer will be charged for both the delivery and collection at the start of the rental, where it is felt that the price charged by the Carrier for collection is unlikely to change significantly. In other cases, the collection charge will be billed at the end of the rental where the rental is sufficiently long in duration so as to assume that costs may increase over time. During the quote stage for long term rentals the collection charge may not have been itemised because the price could not be given for a future event, however whether mentioned previously in writing or not, the collection charge will always be billable at the end of the rental if not already paid for at the outset.

5.11. Where the Customer has already been charged a collection charge in advance but have rented the Equipment for longer than 6 months in duration, then if the Carrier costs are greater than that originally paid by the Customer at the outset, the difference in price will be billed to the Customer.

5.12. Office hours for customer return of goods are 0900 to 1700 hours Monday to Friday excluding Bank holidays. The customer should bring along a second person to help them lift the equipment as there are no guarantees the Company will have the facilities or staff to assist them on the day. The Company does not have ramps, ties, protective coverings or other equipment designed to protect the equipment while in transit, because this is normally outsourced to a professional third party. The Customer must therefore supply the manpower and equipment themselves to move the printer safely from their vehicle into the Company's demo room. Where a test print or inspection of the Printer cannot be carried out immediately by an engineer to ensure the Printer has not been damaged, the Company will carry out checks and tests and notify the Customer no later than 3 weeks following the return of the Equipment if there are any problems such as missing or broken parts, which will be billable.

#### Carrier Waiting Time

5.13. A carrier will only wait for up to 10 minutes when they arrive onsite. They have other deliveries and collections for other customers to make and waiting time is billable over and above the cost of the collection charge. If the carriers charge waiting time to the Company then the Company will pass this charge directly to the Customer responsible for keeping the carrier waiting. Therefore, the onus is on the Customer to arrange for members of staff to be ready to assist the carrier immediately upon the carriers arrival and to put appropriate measures in place as required such as having the paperwork for gate security sorted in advance, organising reserved parking for the carrier where required, arranging for the equipment to be located close to the kerbside so that it can be quickly moved into the waiting vehicle and have sufficient staff to assist the carrier with lifting the equipment onto the vehicle.

5.14. If the Customer expects a carrier to have delays longer than 10 minutes in order to carry out a collection – for example to gain access to their address where they are on a military site or a secured site, where the Carrier is expected to sign in and wait at the gates to be collected or to have a safety briefing or have a security search carried out on their vehicle, then the Customer must give a clear indication ahead of time of how long they expect the delay to be, and must add in a margin for error, and provide the Company notice in writing covering a “maximum delay time”. This will enable the Carriers to have an opportunity of providing appropriate costs for their waiting time. The “maximum delay time” notice must be emailed to [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) and copied to [accounts@hpplotter.co.uk](mailto:accounts@hpplotter.co.uk) at least 2 business days before collection and by 12 noon. If no response is received, the Customer must then telephone the Company about this issue on 01256 783390 at least 2 business days before collection. When the Carrier has waited for the maximum delay time possible that the Customer has indicated, for example ‘1.5 hours’ but then finds that their collection has still not been completed, through no fault of their own, then the Carrier is within their rights to leave the site without collecting the equipment if it is putting their other collections or deliveries at risk. If this happens, the Customer must pay for the aborted collection attempt. We therefore recommend the Customer provides delay timings which are unlikely to be exceeded. If the Carriers have the capability to wait longer (without adversely impacting their other scheduled jobs), the cost is £30 for every 15 minutes, billable in 15 minute chunks. The Customer should be clear that the Company's carrier will charge for both mileage and time and not just mileage (in much the same way as a London Taxi Cab does) therefore while the Carrier will take the financial hit on unusual traffic delays on normal roads or motorways, if the Carrier has to wait to pass through security to get to the Customer who is located on a secure site then the Customer is liable for any time delays experienced during this time.

### Helping the Carrier with your collection

5.15. The Customer should be aware that the Carrier sends 1 driver only, who is charged to make a kerbside ground floor collection which will require the Customer's assistance to help move the equipment from the kerbside into the waiting vehicle (as it is usually a 2 man job). Where the Customer requests assistance, the Carrier will, at their own discretion, assist the Customer by collecting inside the Customer's front door, provided it is an easy collection, with no steps or cobbles to negotiate, where the printer can be easily wheeled or carried over a smooth surface from the Customer's premises into the waiting vehicle, and where the Customer has somebody available and physically capable of assisting the driver. Where the Carrier encounters difficulties which include no drop zones, insufficient free on-site parking closeby, insufficient collection zones, poor or bad access, steps or steep gradients or lack of Customer assistance or ability to move the equipment from their front door to the kerbside and onto the waiting vehicle, and where the Carrier is unable to collect because they cannot by themselves move the equipment into their waiting vehicle, then the Customer must contact the Company immediately on 01256 783390 and re-arrange the collection. The aborted collection will be billable and the next collection arranged may be more expensive where, for example, the carrier needs to engage a 2-man team to assist with carrying out the collection.

5.16. The Carriers used by the Company are not insured to carry equipment up or down stairs for deliveries or collections and are tasked only with collecting kerbside. If the Customer would like the Carrier to assist them to move the Equipment to the kerbside, then in the event of an accident resulting in damage to the Equipment, the Company will charge the Customer for any damage - whether the Customer perceives the fault of the accidental damage was due to the Carrier or not. This is because the Carrier has only been engaged by the Company to offer a kerbside collection.

5.17. Where there has been a failed collection, due to a failure by the Customer, the Customer will be billed for additional rental days and will have to pay for another collection.

5.18. In case of an unforeseen delay in a rental collection, the Company will notify the Customer as soon as reasonably practicable. Such reasons for unforeseen delays may include the Carrier's vehicle breaking down during transit to the Customer's site or bad weather conditions making the roads impassable. The Company will do everything in its power to minimise any collection delays, however, no losses for the delay whether financial or otherwise will be paid to the Customer. The Customer is expected to work with the Company to re-arrange another collection date and must take care of the Equipment until such time as the Company can arrange a collection. Where the date of collection was critical to the Customer, such as a site closure, then the Customer must allow for unforeseen circumstances within their timings for the equipment collection.

### Collection checks

5.19. The Customer must check that the Equipment is being returned with a full set of ink cartridges fitted inside, even if those inks have zero ink left remaining in them.

5.20 The Customer must ensure that the Rental Kit box has everything inside that was supplied at the outset. This includes the surge protector (if included within the Rental Kit FOC), as well as any instructions, the USB stick containing the print drivers and all connection cables. Any missing accessories will be billed for unless returned within seven days from the rental return date. Only original items supplied will be accepted for return, alternative replacements will not be accepted.

5.21 The Customer must wipe the Equipment over with a dry dust cloth to remove surface dust. The Customer must check that the power cable is attached and returned. The media bin must be folded back under the

Equipment and the media trays or extensions must be slid back to the closed position, to avoid sticking out, to avoid damage in transit. The Customer must ensure that if the spindle had been removed that it is replaced back inside the equipment prior to return and generally check over the Equipment to ensure it looks the same as when it was first received. The Customer should be aware that if any accessory or part is missing or if the equipment is damaged, then should Resolution GB be unable to replace the missing parts or accessories or replace the damaged part then if the equipment is written off as being unable or unfit for use in future rentals that the customer will be charged for the complete replacement cost of the equipment. The equipment then becomes the property of the customer (or insurance company) and must be removed within seven days or storage charges will be applied.

5.22. If the Customer is returning ink, paper or printheads (perhaps due to a fault or other issue experienced during the rental) then the Customer should not mark the outside of the packaging in case it needs to be resold later, but must place the consumables inside a bag detailing the Customers name and serial number of the rental machine. This is because the Carriers may be collecting equipment from several rental customers on the same run so it needs to be clear to the Company 'which Customer sent what back'.

#### Important Points to avoid Misuse Issues

5.23. The Customer must not allow the printer to be rolled over mud, uneven surfaces, pavements or roads during transfer from their premises to the kerbside – as it is likely to cause a buckling of wheels. The Printer Equipment is only designed to roll over carpet, tile or normal indoor flooring. In such cases the Customer must arrange for two people to carry the equipment across the ground to ensure it isn't damaged. The customer must also not tip the printer in any way but must maintain its normal upright working orientation in order to avoid ink spilling inside the machine. This means that the Customer must not attempt to move the printer up or down stairs without engineering advice first from the Company, because some equipment will require a de-installation in order to avoid damage when tipping. All damaged caused by the Customer will be billable and classed as misuse.

5.24. If the customer should accidentally tip or knock the equipment over, then the equipment should be placed upright onto a plastic sheet (to protect the Customers floor and then later to protect the Carriers vehicle from leaking ink) and immediately switched off and left off. The Customer must telephone the Company who will either arrange for an engineer to attend site to check the equipment over if there is sufficient time to do so (for example if the printer gets tipped the evening before it is collected, there will not be sufficient time to send an engineer to site). By keeping the equipment switched off the Customer may avoid larger repair bills because it may stop further damage to the electronics components if ink has leaked onto them.

#### Help De-Installing the Equipment

5.25. If the Customer requires assistance with de-installing the equipment (for example moving it downstairs or is unable to help the Carrier to carry or move the equipment from the kerbside into the waiting vehicle) then the Company will provide a quote to undertake this work - which is a billable service. The Customer should provide notice in writing that they require this service at least 2 business days before the equipment is due for collection.

## 6. CANCELLING YOUR RENTAL CONTRACT

6.1. When a customer hires on a rolling contract basis, i.e. where no fixed date has been set in place for the printer collection, then advance notice is always required for the rental to be cancelled and for the Company to collect the printer. The amount of notice depends on whether the printer was rented on a week to week basis (as is the case of many students) or on a monthly basis (as is the case for most business rentals).

6.2. Where the rental runs on a week to week basis then 1 week notice in writing will be required. However, once the rental period exceeds 4 weeks, the contract is classed, for cancellation purposes, to be running on a month to month basis and will require at least 1 full month notice in writing to cancel down. For example, if the monthly anniversary of the rental falls on the 30<sup>th</sup> of every month and the Customer wishes to give notice in September then notice may be given any time up to the 29<sup>th</sup> of September. Assuming this is done, the rental will run until the 29<sup>th</sup> of October and will be collected on or shortly after this date. However, once the anniversary date has passed e.g. if the Customer provides notice on the 15<sup>th</sup> of October then notice is deemed to be given on the 29<sup>th</sup> of October which means that the rental will run for 1 month until 29<sup>th</sup> of November.

6.3. Written notice is acceptable via email to [accounts@hpplotter.co.uk](mailto:accounts@hpplotter.co.uk) and copied to [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) – the customer must request a read receipt and if none is forthcoming must immediately telephone Resolution GB Limited to make them aware of the cancellation request. All cancellation requests will receive a response within 24 hours.

6.4. The Customer shall not cancel the Contract or any part thereof prior to commencement of the hire of the Equipment unless the Company gives written consent. For all cancellations, there will be a cancellation charge because the Equipment has been reserved for the Customer which has precluded the Company from renting the equipment elsewhere. No refunds will be made against any payments made against a Pro Forma invoice for renting the printer, except where a Customer provides at least 2 working days notice to provide the Company with sufficient time to cancel the Carrier so that this element may be refunded.

## 7. RENTAL CHARGES

7.1. All rental charges are calculated according to the length of the original rental period requested. A longer rental period would provide the lowest rental rates, a shorter rental period would provide higher rental rates. Rental costs of equipment are quite separate from delivery or collection costs of the equipment or equipment consumables. This being the case:

7.2. Where a Customer has benefitted from a reduced rental charge because they indicated at the outset that they require a longer term rental but then later amend the term downwards, and benefitted from a discounted rate which they ordinarily would not have been entitled to, then the rental rates will be adjusted accordingly to what they would have been from the outset of the rental. So, for example, where a customer requests a rental/hire for 1 year which is provided at a vastly discounted rate, and later change their mind and wishes to return the rental after just 3 months, then the 3 month billing rate shall be applied for the term of the rental. All quotations are provided on the basis that the information supplied by the Customer regarding the rental duration are correct. Where dates on the quotation have been shown, those dates are taken as the period of rental advised by the customer. Where the rental dates are not shown it is taken to assume that the printer is provided on a long-term rental arrangement unless it is clear from correspondence that the customer requested the printer for a short timeframe.

7.3. Rental charges shall be at the rates agreed with the Customer at the quotation stage or at the rates agreed after the quotation where the agreement is made in writing. The Company reserves the right to alter the rental charge for Equipment already on rental/hire by written notice to the Customer. This written notice will take the form of an email to a key contact who either originally dealt with setting up the rental or has become known to the Company as the new main point of contact, and also to the Customers accounts department if known. Where the Customer advises that they did not receive the notice, then a copy of the notice shall be provided to them but the revised rental charges will still apply from the date of change as first notified unless the Customer can prove that they sent written notification of a change of contact.



7.4. There is a minimum billable period of one week.

7.5. Quotations are subject to confirmation upon receipt of an Order and the Company reserves the right to amend any accidental errors and/or omissions and Quotations or invoices.

## 8. CONSUMABLE CHARGES

8.1. It is a condition of the rental that **Customers must purchase all inks, paper and printheads from the Company**. Failure to do so will result in the Company calculating the amount of ink that has been used in the machine from the start date of the rental, and charging the Customer by the ml at the normal discounted ink rates. If it is clear that all media used is not being purchased from the Company (ink usage should match paper ordering) then a fixed fee of £15.00+VAT per month will be applied to the account (excluding students hiring the printer through a University), noting that the Company always try to obtain the best rates for media and can obtain virtually any specialist media required.

8.2. Only HP original inks and printheads will be provided by the Company. Should the Customer be found to be refilling ink cartridges, purchasing their own inks or using non-OEM consumables then in addition to the charges in 8.1 above, the customer may also find themselves liable for repairs as well. This includes the cost of servicing the equipment afterwards to void non-HP ink from the printer but also includes clear damage to the equipment. By this we mean that a known issue when Customers try to use non-OEM consumables or refills is that sometimes ink can leak or explode inside the machine, requiring not only several hours engineering work to undertake a full engineering clean of the printer but also high risks of an electronics failure caused by ink contaminating the electronics and shorting the circuits, which is likely to result in a very high repair bill. If all of this should become known at the end of a rental which then causes a delay to rent out the equipment while the engineers undertake the appropriate work, then a further surcharge of £80.00 to cover loss of rental income will be charged for.

8.3. The Customer is strongly advised not to buy or stockpile any inks, printheads or paper. The Company do not offer credits or refunds where such extra supplies have been purchased but then later have not been used. It is recommended that the Customer only purchases what is needed during the rental.

8.4. The Company is happy to make a request to HP Distribution to refund the Customer for unused items – however HP Distribution insist all goods must be returned in unused, unopened, resaleable condition with no damage to the packaging. They charge a fee for doing this which is currently based upon a 20% restocking fee based upon the RRP price, plus collection costs of £18+VAT however this rate is outside of the Company's control and may be subject to change so this is given as an example only and it may cost more. Normally, HP Distribution will also require a photograph of the goods to be returned to help assess their condition prior to agreeing to collect. Once collected, if the goods are found to be unsaleable then no credit will be forthcoming. The Customer will then have to arrange to collect such goods at their own cost.

8.5. The printer will be supplied with ink at the outset and a scan taken of the ink levels or volume of ink that has passed through the printheads. This will then be compared against the ink/printhead report at the end of the rental. The customer is obligated to purchase all consumables (ink, paper, media, printheads) from the Company. When the printer is returned, the Company will review ink usage. The Customer should return the printer with ink and provided the returned ink levels are equal or greater than the amount of ink first supplied with the printer at the start of the rental, all ink charges will be waived. If the printer is returned with less ink than originally supplied with the printer, then the ink is billable per ml at the prevailing rate.



8.6. For rentals of no greater than 6 months duration the Company will cover the cost to replace any printheads. As a consumable item it is the Customers responsibility to fit these themselves (they are user-replaceable items and are fitted as simply as the inks). For rentals of 6 months duration or longer, it is the Customers responsibility to replace any printheads. The reduced rental costs reflect the cost of the printheads which must be purchased. All printheads must be ordered through the Company.

## 9. CUSTOMER RENTAL OBLIGATIONS

During the continuance of the Contract the Customer shall undertake the following:

### Rental Location

9.1. Keep the Equipment at the delivery address as specified in the Contract and in its own possession and not remove the same from such address without first giving written notice to the Company of its destination and receiving written authorisation from the Company. Should the Company arrange an engineering visit and the engineer is sent to the wrong site because the Customer has not kept the rental location updated, then the Customer will be billed in full for the aborted callout.

9.2. Where the customer wishes to relocate the printer, then they must request this in writing and obtain agreement in writing from a Director at Resolution GB Limited that the printer may be moved. Where the cost to collect the printer has already been paid upfront but the change to location has meant costs to collect have increased, then Resolution GB Limited will make a charge to cover the difference in price. Changing the location of the equipment may also affect the rental cost as some areas are more costly to arrange for an engineer to attend site to undertake a repair. Where the Equipment needs to be relocated, then the Customer must arrange for the Company to carry out the relocation work. This is a billable service. This is because Equipment – especially printers – cannot be tipped unduly and tipping may cause ink to spill into the electronic components, which could mean the Equipment has to be written off or undergo expensive repairs. In such cases, the Customer will be liable for the cost of a repair or replacement. It is also the case that Equipment may be dropped or damaged in transit. Again, any accidents when moving Equipment that causes damage will be billable.

### Equipment Care

The Customer must:

9.3. Take all reasonable and proper care of the Equipment, keep the Equipment in good condition and not subject the Equipment to any misuse (normal wear and tear excepted) and indemnify the Company against any loss or damage to the Equipment.

9.4. Where the printer is on a building site or an otherwise hostile environment, and subject to a lot of dust and debris being pulled inside the Equipment, then the Customer must make this known to the Company at the outset prior to the start of the rental. Such environments will require increased rental rates to cover the cost of a regular engineering clean because of the additional stress and wear and tear on parts and increased engineering callouts caused by hostile environments. All breakdowns where the printer is found to be mistreated e.g. used in a hostile environment or otherwise mishandled, where this information has not been divulged at the outset will result in a billable clean or repair and increased rental costs immediately. In rare cases, the Customer may be notified that the Equipment will be removed from site and the rental cancelled immediately.

9.5. Return the equipment in the same condition as it was in when it was first rented to them. A small amount of household/office dust on the surface of the printer is acceptable but where it is clear that the printer has been in a very dusty environment and where such dust and debris cannot be simply cleaned within a few minutes with a soft cloth, then the cost for a full engineering clean is billable at the prevailing rates.

9.6. Pay for the replacement cost of any part where the Company is of the opinion it was broken or damaged through misuse. This cost includes the cost of the part or for the damage to be repaired – including any engineering costs associated with effecting a repair where parts are broken through misuse or the printer is damaged cosmetically and includes but is not limited to large or deep scuffs and scrapes, dent, broken doors and damaged media output baskets.

9.7. Must ensure that any instructions or manuals supplied by the Company are fully observed. This includes taking all necessary steps to ensure that the Equipment will be safe and without risks to health and safety when properly used by it and that the Equipment is operated in a skillful and proper manner and by persons who are competent to operate the same.

9.8. Permit an authorised representative of the Company at all reasonable times to enter upon premises or vessel where the Equipment may be inspected, maintained, repaired or tested and permit the Company on reasonable notice to inspect and/or service and repair the Equipment.

9.9. Preserve on the Equipment the Company's and any manufacturer's identification number or mark or any nameplate that is or should be upon the Equipment.

9.10. Not make any alterations, modifications or technical adjustments or attempt any repairs to the Equipment without the prior written consent of the Company. The Customer acknowledges that any items or non-expendable material not returned to the Company will be charged at full replacement cost.

#### General Considerations

9.11. The Customer must repay the Company on demand all costs, charges and expenses incurred in any way by reason of its breach of any of these terms and conditions including but not limited to all costs, charges and expenses incurred in ascertaining the location of the Equipment.

9.12. The Customer must not sell, assign, sub rent, transfer or charge the Equipment or any part thereof or the benefit of the Contract or part with possession of the Equipment or any part thereof at any time during the period of hire.

#### Customer Insurance

The Customer must:

9.13. Insure the goods with a reputable insurer from the date of delivery against all risks for an amount at least equal to the cost of a new replacement of equal or greater specification. Such insurance shall cover all loss and damage to the Equipment and also all risks to third parties in connection therewith. Such insurance shall commence from the date of despatch for the period of hire up to and including the date when the Equipment is delivered back to and received by the Company and acknowledged by it in writing. In the event of equipment being lost or uneconomical to repair and full replacement value being charged the damaged equipment becomes the property of the customer (or his insurance company). Resolution GB can at its discretion offer to purchase the written off equipment at a price agreed with the customer. If equipment is damaged as noted above and the

company does not purchase the written off equipment the customer (or his insurance company) have seven days in which to remove the equipment from the Company's premises or authorise the company to dispose of the goods. Beyond this time storage charges will be made.

9.14. Notify the Company in writing of any loss, damage or claim relating to the Equipment and on demand, reimburse the Company in respect thereof within thirty (30) days of the occurrence. The Company shall continue to charge the Customer the full hire charge for the Equipment until such payment is received. The Customer shall be liable under this clause for the full cost of replacing the Equipment.

#### Financial Hardship

9.15. Not by any act or default render the Equipment liable to any distress, execution or other legal process or suffer the appointment or presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act 1986.

9.16. Procure that by the terms of any mortgage, charge or debenture of or in respect of its assets or any premises or vessel in which the Equipment may be installed or stored no rights whether present, future or contingent are created or become exercisable in respect of the Equipment notwithstanding that the Equipment may be or have become a fixture thereof. The Customer acknowledges the right on the part of the Company to notify any mortgagee or chargee from time to time of the Equipment and of such of these terms and conditions as the Company shall consider appropriate.

## 10. OWNERSHIP

10.1. The Equipment shall remain the property of the Company and is provided to the Customer solely on a rental basis.

## 11. SALE OF EQUIPMENT

11.1. The Company gives no warranty that they will sell the Equipment to the Customer at any point during the rental period because the rental agreement has not been designed for equipment sales in mind. Any requests made by the Customer for a price to purchase the equipment will only be valid for a period of 7 working days and if the Customer does not take advantage of the offer, there should be no assumption that a future request to purchase the equipment will be approved. In any event, should the sale of equipment be carried out then because the rental machine has been known to the Customer, no warranty for the equipment upon the sale of the equipment will be provided.

11.2. Retention of Title - Ownership of and title to the Equipment shall remain with the Company and shall not pass to the Customer unless a Director of the Company has agreed to sell the Equipment to the Customer.

## 12. PAYMENT

12.1. All prices quoted are exclusive of VAT.

12.2. Payment can be made via:

12.2.1. Account, subject to setting up and getting credit approval from the Company; prior to supply of equipment.

12.2.2. Credit Card - subject to verification of details pertaining to the card – and all charges made by processing the credit card transaction will be passed to all business end users at the cost incurred by

the Company. It is the responsibility of the Customer once receiving the invoice to telephone the Company with their Credit Card details each month and to pay on time. All payments made outside the 30 day terms will be calculated and interest charged either at that time or at the end of the rental period.

12.2.3. Payment (monthly or as appropriate) in advance by BACS, CHAPS, Fast same day Payment.

12.3. All invoices will be raised by, and payments should be made to, Resolution GB Ltd. All charges and invoicing will be done on a monthly basis.

12.4. Failure to meet payment terms will result in the Company reclaiming the equipment and charging for all costs associated with this action such as carrier collection costs, court costs if applicable, late payment interest such as the extent of the law will allow, in addition to all outstanding payments. Where equipment rates originally charged to the Customer do not match the period of the final rental, then additional rental costs will be charged. For example, if a Customer requested a 1 year rental but only carried out 2 months rental payments, defaulted on payment thereafter and the equipment was collected on the 4 month anniversary of the rental start date, then the Customer would be charged for the rental rates that would have been charged had a 4 month rental period been known at the outset, since rentals for shorter terms attract higher rates.

12.5. The Company may charge and the Customer shall pay interest on any overdue payment at a rate of 4 per cent above the base rate of Santander Bank.

### 13. DEFECTS AND LIABILITY

13.1. The Customer shall notify the Company of any defects in the Equipment within twenty-four (24) hours of receipt by it. Failing such notification, it shall be conclusively presumed as between the Company and the Customer that the Equipment has been received in good condition and in every way satisfactory for the Customer's purposes. The Company does not give any warranty as to the quality of the Equipment nor as to its fitness for the purposes of the Customer. The Company does not warrant that the Equipment corresponds with any description or specifications either contained in catalogues or given verbally. The Company accepts no responsibility whatsoever (except such as cannot by law be excluded) for any claims of any kind resulting from the use, nature or condition of the Equipment during the period of hire irrespective of negligence on the part of the Company. The Company shall in no circumstances be responsible for any loss of use, loss of profits or any consequential loss of any kind suffered by the Customer or any other party in any way connected with the Contract or the use, nature or condition of the Equipment.

13.2. The liability of the Company including that for breach of contract, negligence, strict liability, in derelict or otherwise for the Equipment and the Customer's remedy in respect thereof is limited as follows. The Company will repair or replace the Equipment or any part thereof (excluding installation). Provided that the Equipment or any part thereof is returned by the Customer at its expense to the Company's premises for inspection and provided further that such of the Equipment or any part thereof is accepted by the Company as defective from the time of delivery. The company reserves the right to in the event of non-availability or failure of equipment to substitute an alternative product of an equal or higher standard. As noted above it is the customer responsibility to ensure that this substituted equipment is fit for purpose.

## 14. FORCE MAJEURE

14.1. The Company shall not be liable to the Customer for any loss, damage or claim suffered by the Customer directly or indirectly as a result of the Company's failure or delay in performing any of its obligations under these terms and conditions where such failure or delay is caused by an occurrence beyond the reasonable control of the Company. In the event that the Company is unable to fulfil its obligations because of such force majeure it shall give written notice to that effect to the Customer stating the particulars and the period of time that it is likely to be unable to perform its obligations.

## 15. SEVERANCE

15.1. If any provision is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

## 16. WAIVER

16.1. No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions

## 17. TERMINATION OF CONTRACT

17.1. If the Customer shall make a default in payment, or commit any breach of the Contract or if any distress or execution shall be levied upon the Customer's property or assets, or if the Customer shall make or offer to make any arrangement or composition with creditors or become apparently insolvent or commit any act of bankruptcy, or if any petition of bankruptcy shall be presented or made against him or her, or if the Customer is a limited company, a resolution or petition to wind up such company (other than for the purposes of amalgamation or reconstruction) shall be passed or presented, or if a liquidator or receiver or administrator of such company's undertaking property, assets or any part thereof shall be appointed, the Company shall have the immediate right to terminate the Contract and to declare all sums due and to become due hereunder either for the full term of the rental period or the sale price of the Equipment as the case may be immediately due and payable. The Company may demand that the Customer returns all Equipment in the same condition as delivered, ordinary fair wear and tear excepted, at the Customer's risk and expense to such location as the Company may designate. The Company may enter upon any premises where the Equipment is located and take immediate possession of and remove the same, all without court order or other process of law and all without any liability but without prejudice to all rights or remedies available to the Company in respect of the non-payment or any other breach of the Contract of these terms and conditions by the Customer.

## 18. TECHNICAL SUPPORT

### Reporting a Fault

18.1. Customers who have a fault or issue with their Equipment should immediately report it to the Company by telephoning or emailing them (Tel 01256 783390 or email [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) and copying in [engineering@hpplotter.co.uk](mailto:engineering@hpplotter.co.uk)). If no response is received within 1 hour the Customer should telephone or email again, noting that the Company's operating hours are specifically 09:00 until 17:00 hours, Monday to Friday excluding bank holidays and weekends. Prior to reporting a fault the Customer should carry out step 18.2 below.

### What to do when your Equipment appears to be faulty

18.2. The Customer should attempt to switch off the printer in the first instance for all faults. If the fault is ink leaking out of the machine or ink leaking inside the machine (particularly if the equipment has been inadvertently tipped), the customer should not switch the printer back on again until speaking with the Company. This is to stop the electronics being short circuited by the liquid ink and damaging it beyond repair.

18.3 For all other faults the Customer should switch the printer off and unplug it from the wall and then leave it for 5 minutes before they attempt to switch it back on again. When switching the printer back on, the customer should be vigilant for any error codes on the screen – which may look like clock times such as “21:10”, “11:11” or look like a number such as “86:01” or look like text “Check printhead path 1”. The Customer should contact the engineering team on 01256 783390 or email [engineering@hpplotter.co.uk](mailto:engineering@hpplotter.co.uk) and provide the serial number of their equipment (located at the back of the machine) and confirm the error codes or messages, as well as any other unusual issues such as “we have a smell of smoke”, “the printer sounds like it’s clunking”, “it’s not printing black” etc. Where the Company assesses there is a fault with the equipment an engineer will be dispatched as quickly as possible to repair the equipment (normally within 1-2 working days). It is advisable to call as early in the day as possible, preferably first thing in the morning, because the Company will need sufficient time to pick spare parts from the stores and arrange to ship those spare parts to site.

### Faulty Inks or Printheads

18.4 The inks or printheads supplied to the Customer which are purchased directly from HP may, in rare cases, may be defective – and this is neither the fault of the Company or the Customer but the manufacturer, and the Company accepts no responsibility for this. Where this may be a possibility, the Company will order a new ink or printhead and arrange for collection of the old ink or printhead. The Customer must NOT dispose of the old ink or printhead – either the Company or HP Distribution will always require a defective cartridge to be returned and if this does not happen then the Customer will be billed in full for it. In all events, the Customer will be required to fit the Printheads themselves as this is a user replaceable item and full instructions will be given on how to do this. HP provide ink cartridges with some Printheads. The old inks must be removed and the new inks installed in the printer when replacing the Printhead otherwise the Customer can cause damage to the new Printhead. If the Printhead has been supplied to a rental customer free of charge, then the additional ink supplied with the Printhead will be counted towards the amount of ink used. Once the printhead has been primed with the new inks, then the old inks can be reinserted again.

18.5 Sometimes it may happen that shortly after installing new replacement consumables the Customer once more experiences the same fault. In this case, it normally shows that the consumables were not at fault but rather there is a different fault with the equipment which requires a repair. In such cases the engineer will attend to undertake a repair and re-install the old inks or printheads during the visit. The Customer will be required to return the newly ordered consumables at the end of the rental OR use them during the course of the rental OR send them back to the Company at their expense to: Resolution GB Limited, Park Farm, Rectory Road, Oakley, Hampshire, RG23 7ED using a signed-for delivery service with proof of sending. (This is because the Company shipped them out at their own expense and since it is not the fault of the Company or the Customer, the Customer returns them at their expense so as to share the burden of cost). Once received back, the Company will assess the ink levels left remaining in them, and factor this into the calculations when assessing ink charges at the end of the rental. Should the Customer misplace or lose the items and/or fail to return them by the end of the rental then they will be billable in full. The Customer must use a signed for delivery service if they are returning the Consumables before the end of the rental. If the goods are not received and there is no proof of sending, then the consumables will be billed for as if the Customer has not carried out a return.

### Faults which are not covered by this Rental Agreement

18.6. There are a number of faults or issues that a Customer can experience which at first glance may appear to be an equipment fault, but which is actually entirely unrelated to the Equipment itself. A user issue will need exploring in more detail because the Company prefers to avoid sending in an engineer only to find the equipment is working perfectly – which will then result in the Customer being charged for the unnecessary engineering visit. It is therefore in the Customers own best interests to carry out some basic tasks to ascertain the source of the fault, as directed by the Company, and also first engage their own IT team to eliminate any possible causes before requesting an engineering visit.

18.7. On the whole, faults not covered by this Rental Agreement include but are not limited to the following: Software compatibility, Computer problem, Operating System compatibility, Wrong drivers selected, the Customers own IT Network, Security Settings, the Media chosen, Media settings, Printhead issues, User Error or where the equipment is being operated in a hostile environment.

One quick way to test if the Printer is at fault

18.8. One of the simplest ways for the Customer to ascertain whether it may be an issue within their own environment is to separate their environment from the equipment. To do this, the Customer should link the rental equipment directly to a laptop. While certain cables are provided by the Company, not all cables for all Worldwide makes and models of computers and laptops are provided for, therefore the Customer must purchase this cable themselves if it is not provided as part of the rental kit.

Next, the Customer should prepare a simple document such as in Microsoft Excel and create 4 squares of colour being Cyan, Magenta, Yellow and Black and then attempt to print this file on plain paper, selecting the plain paper setting. Where possible, the Customer can also print directly from a USB stick (if the Equipment has this capability). Should this exercise show the equipment is operating in the way expected, then clearly there is something else which is stopping the equipment working as it should. At this point, especially in cases where the Customer has been able to use the Equipment previously without an issue, the Customer should explore other causes.

### Checks that the Customers IT Team can carry out

18.9. Your IT team should be called in to see whether they have recently changed or updated the software that was used in the past to a newer version, they should check if they have modified anything on the server, whether the document is being printed from a different computer has been set up with an incorrect driver, whether anyone has changed the drivers, whether the computer being used has a different operating system from the computers which have previously been used and worked well with the equipment, whether the paper settings are correct etc...

### Software issues

18.10. The OEM does not provide a warranty that their Equipment will work with every single piece of software in the marketplace (of which there are many tens of thousands). This includes the operating software that Customers may use – for example the OEM may not have a print driver matching the Customers current operating system, and this is true for both a Windows and a Mac environment. Some software may not work with the Equipment and some software may work differently between different versions - for example everything might print fine one day, then the software is updated and now nothing prints in the way that it should. As per Section 13 above, the Customer must satisfy themselves that the Equipment they rent is able to undertake the work that they require before they rent as the Company does not give any warranty as to the quality of the Equipment or as to its fitness for the purposes of the Customer. The Company only provides well



meaning advice to the Customer regarding the broader use of the Equipment as defined by the OEM but the Customer must carry out their own independent investigations to check that the equipment is fit for purpose. The Company only warrants that the Equipment will work in accordance with the OEM specification and will maintain the Equipment so that it is in good working condition during the rental period.

#### Customers Responsibilities when a fault is reported

18.11. The Customer has an absolute responsibility to assist the Company in order to establish and pinpoint the source of any issues or faults. This is to avoid an engineering callout where it is later found that an engineer is unable to carry out work on the equipment because the equipment is not faulty and where it uncovers the fact that the Customer's own environment is the issue. If an engineer attends site and it is later found to be a fault related to something other than the mechanics of the printer where the engineer has not had to replace any parts, and considers the equipment to be in good working order, then the callout is billable. This is because the Customer must utilise their own internal or external IT resources in the first instance to establish the reason for the problem. In this regard therefore, the Customer will be expected to carry out a few basic checks so that the fault can be explored fully to avoid engineering charges. It would be helpful to read chapter 18 in full, which provides some self-help options to the Customer which can be carried out internally.

#### Expertise of Equipment Engineers

18.12. The Customer should be aware that the engineers who are sent to site to undertake Equipment Repairs are neither IT Specialists or Software Specialists - they are Equipment Engineers only. They will be only be able to undertake work on the rental equipment and repair such equipment if it is faulty. Their experience is also sufficient to load printer drivers and link the equipment with the Customers IT infrastructure, undertake test printing or scanning and provide basic user training. While general advice is freely given while the engineer is on-site, the actual on-site visit will always billable at normal engineering rates, unless there is a fault with the Equipment being rented. As a general rule, the Equipment Engineer may be unable to assist the customer where the customer has software or server side network issues which is unrelated to the Equipment hired, as this is usually outside the scope of most engineers expertise.

#### Customers who are unable to carry out their own checks

18.13. Where a Customer doesn't have the time, inclination or skillset to check through the fault themselves, then it becomes more expensive for the Company to turn up with a large number of parts (akin to attending with everything but the kitchen sink), especially when it is considered on balance that there is a strong likelihood of the Customers own environment being the issue. In such cases, to move things along smoothly to reach a satisfactory conclusion, the engineer will be authorised at the Customers request to investigate the fault, but if the engineer finds that there is nothing faulty with the equipment then the callout, labour and shipment of parts costs normally associated with an adhoc engineering visit will be billable. When a Customer requests an engineering visit they are accepting that the visit will always be billable if the engineer finds there is nothing wrong with the equipment.

#### Accidental Damage/Misuse/Fire or Water Damage/Theft

18.14. Should the rental Equipment become broken or damaged, the Customer should immediately inform the Company and request a repair estimate by emailing [engineering@hpplotter.co.uk](mailto:engineering@hpplotter.co.uk) with a copy to [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) or telephone 01256 783390. Such repairs are always billable at the standard engineering repair rates unless it is clear that the repair was as a result of normal wear and tear expected for the Equipment, where it is clear the Customer has used the equipment properly. Likely scenarios for accidental damage include but are not limited to the following: heavy handedness in operating the equipment; Equipment



was dropped; the media rolls were dropped rather than placed onto the spindle which breaks the end cap; an incorrect/heavy handed attempt was made to release the inks or printheads and results in a part holding the inks or printheads being broken. In rare cases the damage has been caused by Fire or Water Damage, Lightning, Power Surges (where no anti surge has been fitted), general acts of God, rodent or animal damage, damage by rulers, balls or other foreign objects being inserted or falling into the printer, birds nesting in the equipment and more. If the equipment is deemed uneconomical for repair, due to the extent of the damage, then the Customer must pay for a brand new replacement, of equal or greater specification and the same brand which they may wish to claim for under their own insurance which they are expected to have in place during the rental.

18.15. Where the Customer hasn't broken the equipment but it no longer works as expected because it has been subject to misuse which has directly attributed to the Company incurring engineering costs, then such repairs are always billable at the standard engineering repair rates. This includes but is not limited to: using the equipment in a hostile environment (too hot, too cold, too dirty etc), using compatible inks or any other issue that the Company feels is misuse, then such a callout is billable.

18.16. Should the rental equipment be stolen then the Customer must pay for a brand new replacement, of equal or greater specification and the same brand which they may wish to claim for under their own insurance which they are expected to have in place during the rental.

#### Equipment Relocation Request

18.17. Where the Customer wishes to relocate their equipment to a different address, then they should refer to Section 9 above.

#### Equipment Servicing

18.18. Where the Customer requires the printer to be serviced, particularly during long term rentals or rentals within a hostile environment such as on a building site, then they should request a service/repair estimate by emailing [engineering@hpplotter.co.uk](mailto:engineering@hpplotter.co.uk) with a copy to [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk). Such service/repairs are billable at standard engineering repair rates.

## 19. HEADINGS

19.1. The headings in these terms and conditions are inserted for convenience only and shall not affect the construction or meaning hereof.

## 20. NOTICES

20.1. Any notice required to be given hereunder shall be in writing and either addressed to the other party as its registered office being Resolution GB Limited, Park Farm, Rectory Road, Oakley, Hampshire, RG23 7ED by signed for delivery or by email which must be sent to both [sales@hpplotter.co.uk](mailto:sales@hpplotter.co.uk) and [accounts@hpplotter.co.uk](mailto:accounts@hpplotter.co.uk) and have a 'read' receipt to show that the email has been received. If no response is received within 5 working days then the Customer must telephone the Company on 01256 783390 to ensure the contents of the letter or email have been received.