



A U T O G R A P H

Autograph Sales Ltd  
Unit 6  
Bush Industrial Estate  
Station Road  
London  
N19 5UN

## **Evaluation Service Terms and Conditions**

### **Terms and conditions**

#### **1. DEFINITIONS AND LAW**

The Loan Note is the document or documents that set out the Conditions and all other details about your agreement with us. The "Loan Note" is the Contract between Autograph Sales Ltd and You. "We" and "Us" mean the supplier of the loan equipment (Autograph Sales Ltd). "You" means the person, firm, company, corporation or public authority or body to whom we supply Equipment on loan. "Equipment" means the loaned items referred to in the Loan Note. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977 or any statutory modification of that Act. The Contract will be governed by and interpreted in accordance with English Law.]

#### **2. BASIS OF CHARGING**

All loan equipment is free of charge – except where otherwise stated in writing prior to the loan of the equipment. The charge will be stated on the Contract as an additional note. The agreed loan time (MAXIMUM PERIOD OF AGREEMENT) is stated on the Contract after this time elapses You will pay the purchase charges stated in the Loan Note. Full charges will begin at the time stated by the Invoice Date set out in the Contract. All charges are payable on demand. If payment is not made when due, we will be entitled to interest on the amount that is overdue at four per cent (4%) above the prevailing base rate of National Westminster Bank PLC calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you of money or Equipment.

#### **3. DELIVERY AND CARRIAGE CHARGES**

We will usually pay for carriage/delivery to you and you are expected to cover return carriage/delivery. In some circumstance we may ask you to cover transportation/carrriage/delivery in both directions. You will pay to us any agreed charges for delivering or collecting Equipment. Where we quote carriage charges, these include only for the time required to load or unload alongside our vehicle at the address you have specified. You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery or collection which is unsuccessful due to your acts or omissions.

#### **4. MAXIMUM PERIOD OF AGREEMENT**

The "Loan Period" is the period of time stated in the Loan Note beginning at the "Loan Date" and terminating on the "Return Date". Failure to return the equipment after the "Return Date" before close of business will entitle us to charge you for any financial loss



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this causes us. The day after the return date will result in the Loan being converted into an Invoice – This is stated on the Loan Note.

## **5. WHEN THE CONTRACT COMES INTO BEING**

The Contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these Conditions and we have accepted your order.

## **6. SAFETY AND INSTRUCTIONS**

It is your responsibility to make sure that all people who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instructions supplied by us. You must ensure that the Equipment is not misused.

## **7. WHEN YOUR SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE**

Where for administrative convenience, you or your agent are requested by us to sign a receipt for the Equipment before it is handed over, you or your agent will be given the opportunity to examine the Equipment when it is physically handed over to you or your agent. The receipt will not be effective until immediately after the physical handover.

## **8. RESPONSIBILITY OF HIRER (YOUR RESPONSIBILITY)**

(i) You will be responsible for the loading and unloading of the Equipment at the address specified by you. You will also be responsible for the loading and unloading of the Equipment at our premises when the Equipment is transported by you or your agent. If we supply any person to assist you, he will be under your control at such times. (ii) Your responsibility for the Equipment begins when you or your agent receive the Equipment. If it is delivered to you your responsibility begins on delivery. Your responsibilities include safekeeping of the Equipment, and protection against the elements, theft, vandalism or improper use. You are responsible for the return of the Equipment or making clear arrangements with us for the collection of the Equipment at the end of hire. Your responsibility ends only when the Equipment has been returned or collected and you have our unqualified receipt for all of the Equipment. You must not sell or otherwise part with control of the Equipment. (iii) You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever (other than the Equipment itself, which is governed by Conditions 13 and 14) arising out of the delivery, use, non-use, repossession, collection or return of the Equipment or any part of it. This indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim or proceedings or death or personal injury or damage to or loss of property is due to our proven negligence.

## **9. ELECTRICAL EQUIPMENT**

Where any part of the Equipment is electrical it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of the Electricity at Work Regulations 1989 during the



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period of your responsibility for the Equipment as defined in Condition 8 (ii) of these Conditions.

#### **10. MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES AND ACCIDENT REPORTING**

You must keep yourself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination except where examination elsewhere has been mutually agreed upon. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person.

#### **11. LOCATION OF EQUIPMENT**

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorise.

#### **12. LIMITS OF OUR LIABILITY**

(ii) We will not be liable for any delays caused by any circumstances beyond our reasonable control. (iii) We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it.

#### **13. INSURANCE AND YOUR RESPONSIBILITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT**

You will pay to us the replacement cost of any Equipment which is lost or stolen or damaged beyond economic repair. You are advised to insure the Equipment on this basis. You will hold in trust for us and pay to us on demand all money you receive from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the Equipment. You must not compromise any claim without our express consent.

#### **14. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT**

(i) You have full responsibility for the care and safekeeping and return in good order of the Equipment. (ii) You will pay to us all costs we incur in rectifying any Equipment returned damaged or unclean. Additionally you will pay for our financial loss until such rectification is complete. (iii) Where Equipment is lost or stolen or damaged beyond economic repair, you will pay for all financial loss to us until you have paid to us the replacement cost. This is without prejudice to our other rights.

#### **15. TERMINATION OF LOAN**

We will be entitled at any time if you break this Contract or if any proceedings are commenced in which your solvency is called into question to terminate this Contract with



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immediate effect and to repossess any or all of the Equipment. Such termination will not affect our right to recover from you any money due to us under this Contract or damages for breach of contract.

**16. OUR RIGHTS OF ACCESS**

You authorise us to enter any land or premises where we reasonably believe any Equipment to be, in order to inspect, test, repair, replace or repossess it.

**17. RIGHTS RESERVED**

Any failure by us to enforce any or all of these Conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

**18. SEPARATE TERM VALIDITY AND HEADINGS**

If any term in this Contract is held invalid this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.