

Terms & Conditions

- 1) The "Customer" is the customer referred to above and the "Owner" is Medsafe UK Ltd or its successor in title. The owner shall be entitled at any time to assign the benefit of the agreement to any person or company, but the hirer may only assign the burden of this agreement with the written consent of the owner.
- 2) The Owner agrees to supply and the Customer agrees to accept the goods and services detailed above. This agreement and the liability of the customer for all sums due to the owner under this agreement shall commence on the date of signing, but the periods detailed above shall run from the date of installation of the goods or commencement of the services also detailed above. The customer may delay installation and /or commencement of the service up to a maximum of 90 days from the date of the signed rental or service agreement, after which the rental or service agreement will have deemed to have commenced and all charges become due .
- 3) Subsequent amendments and additions to this service agreement will be confirmed in writing and will be subject to these terms and conditions as if a new service agreement.
- 4) For the purpose of its termination, the agreement period shall run from the date of installation and /or commencement of the services. Notice to terminate a rental or service agreement must be received in writing by the owner at least three months prior to the end of the agreement period. Unless notice is received to the contrary, any agreement reaching the end of its term will automatically be deemed as renewed for a 36 month period continuing on from the last day of the expiring agreement. Additions to this agreement should be notified in writing (fax and email are acceptable) and are subject to these terms and conditions as if it were a new agreement.
- 5) All goods loaned or hired by the customer under a rental agreement shall remain the property of the owner at all times and may not be removed other than by an authorised representative of the owner. Where the owner is required to install equipment, the owner cannot accept responsibility for any damage or consequential damage caused during the installation, term of hire or loan, or removal of the equipment.
- 6) The rental or service charges detailed overleaf shall remain fixed for the first 12 months of the agreement period. Thereafter the owner may increase the rental or service charges by not more than 10% above the annual rate of inflation figures published by Her Majesty's Government for the previous 12 months.
- 7) All rental or service charges shall be payable in advance in accordance with the payment period specified overleaf and in any event within 30 days of the date of invoices raised by the owner. The owner shall have the right to charge interest on all monies which, being due, remain outstanding at the rate of 8% above the Bank borrowing base rate then prevailing. In the event of payment becoming overdue or as a result of any other breach of the agreement , the owner may withdraw all hired or loaned goods from the customer without notice , but such action shall not prevent the owner from receiving monies due up to the date of termination of the agreement, pursuant to the terms hereof.
- 8) The customer shall bear the cost of repair to any damage (except natural wear and tear) to the goods, or the replacement of goods lost whilst in the care and control of the customer and hired or loaned to the customer under a rental agreement . The cost of any repair required of goods owned by the customer and subject to a service agreement will be agreed in advance of any action being taken.
- 9) After any change of ownership or control of the customer's business, the original customer remains liable under this agreement for all goods supplied before or after the change and all charges relating thereto until either:
 - a) The customer has given due notice to terminate in accordance with this agreement, or b) The owner has entered into a new agreement with the new management.
- 10) This agreement may be terminated forthwith by the owner if the customer is in breach of any of the obligations under this agreement or being a company that goes into liquidation or commits an act of bankruptcy.
- 11) Upon the termination of this or any other subsequent agreement, the owner may immediately and without notice, re-take possession of any hired or loaned goods and may for that purpose enter upon any land or premises on or in which any hired or loaned goods are or believed to be situated. The owner reserves the right to charge full liquidated damages on any hired goods which have not been in service for the period referred to overleaf.

Customer Signature	Print Name	Position
Medsafe UK Signature	Consultant Anthony Cornwall	Date