

**THIS RENTAL AGREEMENT** is dated: Wednesday 5th July 2017

**PARTIES** Harmony Studios Limited incorporated and registered in England and Wales with company number 3324009 whose trading address is at 4 Connections House, Station Road, Biggleswade SG18 8AL and owner of the website: [www.vr-equipment-hire.co.uk](http://www.vr-equipment-hire.co.uk) ("**Rentor**")

**AND**

Harmony Studios, , ("**Rentee**")

## 1. Rental Equipment

The Rentor rents to the Rentee the following equipment:

<b>Item</b>	<b>Quantity</b>
Samsung Gear VR (With S7 Inc) Headset, S7, charger plug & cable	4

defined herein as the "**rented equipment**" subject to the terms and conditions of this Rental Agreement. We confirm the equipment has been fully tested, and supplied in good condition, prior to despatch and must be checked immediately on receipt. If there is any physical or operational damage, the Rentee must notify the Renter immediately and before use as outlined in the check sheet included with equipment.

## 2. Rental Details

The rental period begins on the Rental Start Date and shall continue until the Rental End Date unless this Rental Agreement is terminated earlier or extended in accordance with its terms. Any extensions or changes to the rental dates must be agreed in advance in writing.

<b>Delivery Date:</b>	Wednesday 28th June 2017
<b>Return Date:</b>	Sunday 2nd July 2017 or next working day for weekend and bank holidays.
<b>Person responsible for equipment:</b>	Kieran Sawyer Tel: 01767 317614

**Delivery Address:**

**Collection Address:**

## 3. Payment of Hire Fees & Carriage

The full amount is payable on signature of this Agreement before the despatch of rental equipment.

Any payment amendments must be agreed in writing. Payment can be made by BACS or by credit card and is required in advance of the event/despatch of equipment.

## 4. Cancellation Fee

We reserve the right to charge a cancellation fee on any orders that are cancelled within 24 hours of when the hire was agreed to be dispatched.

Please note that the cost of this cancellation fee will be charged at 25% of the total order value.

## 5. Government VAT taxes

The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Rentee at the rate and in the manner from time to time prescribed by law.

## **6. Due Care of Products**

The Rentee agrees to treat all rented equipment with good care and maintain at its own expense the rented equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Rental Start Date and shall make good any damage to the rented equipment.

The Rentee must return all rented equipment to the Rentor. Should any rented equipment be missing when it is returned to the Rentor, the new replacement value of the part/s will be charged.

## **7. Delivery of the Rented Equipment**

All rented equipment deliveries requested by the Rentee will be sent using carrier services unless otherwise agreed. The rental equipment shall at all times remain the property of the Rentor and the Rentee shall have no right, title or interest in or to the rented equipment (save the right to possession and use of the rented equipment subject to the terms and conditions of this Rental Agreement).

The Rentor shall use all reasonable methods to ensure delivery by the date and time agreed between the parties. Title and the risk of loss, theft, damage or destruction of the rental shall pass to the Rentee on Delivery.

The rented equipment shall remain at the sole risk of the Rentee during the Rental Period and any further term during which the rented equipment is in the possession, custody or control of the Rentee (Risk Period) until such time as the rented equipment is redelivered to the Rentor.

The Rentee must notify the Rentor immediately, without delay in writing of any changes to the delivery address and telephone contact number.

## **8. Use/rental of equipment**

The Rentee has to check on the complete and proper working condition of all rented equipment, including any accessories, upon immediate receipt of the rental delivery or order pick-up and collection. The Rentee acknowledges that it has examined the rented equipment before accepting it and is satisfied the rented equipment is in good working order. Failure to report damage or missing equipment on receipt of goods will result in the Rentee accepting full liability and thus repair or replacement charges will be passed on.

Complaints or appeals for missing items can only be claimed immediately after receipt. Subsequent complaints are not accepted.

The Rentee is obliged to treat all equipment and accessories transferred and rented to them with good, considerate and proper care. The Rentee will look to the manufacturer, and not the Rentor, for any collateral warranty the Rentee may require in relation to the rented property.

The rented property must not leave the Rentee nor can it be sublet or leave the territory of the United Kingdom without written permission from the Rentor. The Rentor has given no warranties regarding the quality, safety, suitability, standard or accuracy of the rented property.

The leased property shall be deemed returned to the Rentor if it has been handed over to a member of Staff of the Rentor. Any rented equipment sent back to the Rentor via courier delivery will be signed for in front of the courier company delivery person.

## **9. Insurance**

Insurance for the rental equipment is the total responsibility of the Rentee once it has been delivered until such time the equipment has been returned to and checked by Harmony Studios Limited.

There will be a replacement charge for any equipment lost or damage whilst in the possession of the Rentee.

## **10. Return of the rented equipment**

The Rentee must ensure the equipment is securely packaged and ready for collection by courier by 10am of the morning following the last day of hire. If the Rental Completion Date falls on a weekend or a public holiday, the collection will be made on the next working day

The Rentee will be charge a pro rata standard daily rate if the rented equipment is not returned by the end of the agreed rental period.

The Rentor reserves the right to extend the rent until the rented equipment is returned and to arrange recovery of the rented equipment at full retail cost to the Rentee.

## **11. Indemnity**

The Rentee agrees to indemnify the Rentor against:

- any loss of or damage to the rented equipment;
- any death, injury or damage to any person or property arising directly or indirectly from the rented equipment or its use;
- any loss or liability incurred by the Rentor resulting from the possession, use or operation of the rented equipment by the Rentee;

- any claim for break of intellectual property rights arising in connection with any use of the rented equipment
- any loss arising from any part of this Rental Agreement being void or unenforceable in any circumstances
- any liability which the Rentor may incur under any legislation by reason of the use of the rented equipment for any purpose other than as stated by the Rentee to the Rentor;
- any claim affecting the Rentor's interest in or title to the rented equipment and any action taken by the Rentor to protect such interest and title;
- any break by the Rentee of its obligations under this Rental Agreement including any failure to insure or adequately insure the rented equipment; and
- the repossession of the rented equipment and any related storage, repair/and/or sale.

Each indemnity in this Rental Agreement is a separate and independent obligation and continues after termination of this Rental Agreement.

## **12. Liability**

Whilst every care and attention is provided to ensure each rented piece of equipment is in complete and good working order the Rentee agrees to take over the rented agreement in the state in which they accept delivery.

The Rentor is not liable for any damages, injury or loss to any person or property arising from possession, operation or use of the rented equipment. The Rentor cannot be held responsible for any damages from interruptions such as force majeure, natural disasters.

In such unlikely and unfortunate circumstances, the Rentor will refund the Rentee of the fee paid under this agreement.

## **13. Rented Equipment Failures / Malfunctions**

In the unlikely event the rented equipment fails or malfunctions for reasons other than misuse or accidental damage, then the Rentor will refund the Rentee.

## **14. Software and Licences**

If any application software or operating system is included in the Rental Agreement then the Rentee guarantees that the only software copies will be made for the purpose of security back-up. The Rentee also guarantees to destroy any back-up copies at the completion of the rental period or extension thereof.

Should the Rentee request the Rentor to install software other than the operating system on the rented equipment, the Rentee guarantees that they are holder of a legitimate licence to the software and consequently have the right to install the software.

The Rentee agrees to indemnify and keep indemnified the Rentor from any loss or damage arising from or in connection with the installation or use of the software.

## 15. Termination

If any term or conditions of this Rental Agreement becomes invalid or unenforceable or there is any error or omission in the information, then the remaining terms and conditions and information shall not be affected and each and every term and condition of this Rental Agreement shall be valid and enforceable to the fullest extent permitted by law.

## 16. Privacy Policy

The Rentor will comply with privacy policy in respect of any personal information the Rentee provides to the Rentor. The Rentee accepts the terms in the privacy policy.

## 17. VR Rentals Website

Whilst every effort is made to ensure the information on [www.vr-equipment-hire.co.uk](http://www.vr-equipment-hire.co.uk) is correct, neither the website owner nor any third party make any representations or warranties to the accuracy, completeness or reliability of the website content.

## 18. Governing Law

This Rental Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law.

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Rental Agreement or its subject matter.

A person who is not a party to this Rental Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Right of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available, apart from that Act.

## 19. Miscellaneous

Both parties expressly agree that there cannot be any changes or additions made verbally to this Rental Agreement. Any changes or modifications must be made in writing.

For clarification in the following definitions:

- Rentee shall mean and include the Rentee and where appropriate their respective employees, directors, shareholders, representatives, transferees and assigns;
- Rentor shall mean and include the person firm or corporation trading as Harmony Studios Limited and entering into this Rental Agreement as Rentor and its transferees and assigns;

- Rented equipment shall mean all property provided to the Rentee by the Rentor
- Rental period shall mean the duration for which the Rentor has agreed to provide the rented equipment in accordance with the terms and conditions of this Rental Agreement and any agreed extensions. This contract is based on the law of the United Kingdom.

I accept and agree all the above Terms and Conditions:

Signature .....

Name .....

On behalf of .....

Position .....

Date .....

Signature .....

Name .....

On behalf of HARMONY STUDIOS LIMITED

Position .....

Date .....