



# SmartCandles Terms and Conditions

## Equipment Hire and Loan

### **Terms and Conditions**

Powerline (UK) Ltd (Smartcandle) and the client (Hirer) agree that in course of their relationship Smartcandle will supply equipment, for payment or free of charge, which will be supplied under the conditions contained herein.

### **Hire Fees**

The hirer agrees to pay Smartcandle the Hire Fees for the equipment at the rates agreed, or specified in the quotation from the date that the equipment is delivered to the date that it is returned to Smartcandle.

Late return of the equipment will be charged at the normal daily rate until the equipment is returned.

If the equipment is not returned by 14 days past the agreed return date then the full cost of the equipment will be charged to the Credit / Debit card provided by the Hirer.

### **Insurance**

The Hirer is responsible for procuring their own insurance for the full value of the equipment in the case of loss, theft, or damage during the hire period. No insurance is offered by Smartcandle.

The Hirer is responsible for 100% of the equipment cost in the case of replacement, repair, damaged, lost or stolen hire equipment.

### **Use of Equipment**

The hirer shall use the equipment for the purpose (s) for which it is designed for and agreed at the time of hire. If the equipment is used in a negligent, unskilful or improper manner, or in a manner other than that for which the equipment was intended or constructed (or if the Hirer leaves the Equipment unattended) and the equipment is thereby lost or damaged, then the Hirer shall be liable to Smartcandle for any such loss or damage.

### **Freight / Delivery**

The hirer agrees to pay all freight, delivery, transportation, shipping, postage and courier costs whether incurred by the hirer or Smartcandle in respect of the delivery and/or return of the Equipment. Smartcandle is not liable for any delays in delivery of the Equipment

### **Payment**

Hirers agree that all fees (Hire Charge) under this contract must be paid in advance and the Hirer agrees to provide full contact details. The Hirer agrees to any additional freight, and delivery costs incurred, and any additional Hire fees and other charges incurred as a result of late return of the equipment.

**Ownership of the Equipment**

The Equipment shall at all times remain the property of Smartcandle. The Hirer agrees not to sell, transfer, licence, loan, hire or to give the Equipment to any one or to part with or share possession of the Equipment or do anything which may affect Smartcandle interest in the Equipment.

If the Equipment is hired on to a third party by the Hirer – it remains the responsibility of the Hirer for the condition and return of the Equipment.

**Cleaning / Return**

At the end of the hire period and before returning the Equipment to Smartcandle, the Hirer agrees to clean the Equipment and to ensure that it is packed back in to the original packaging that it was supplied in.

If the Hirer fails to return the equipment in the original packaging, and damage is caused to the Equipment due to this, then the Hirer agrees that Smartcandle may deduct costs to cover the damages or replacement packaging, or cleaning of the Equipment.

**Liability**

Smartcandle shall not be liable to the Hirer or any third party in respect of any loss or damage however caused arising directly or indirectly from the hire of the Equipment

**Reservations and Cancelations**

Failure to cancel pre-booked Equipment at least 48 hours prior to the delivery date will incur a 50% charge of the agreed Hire charge.

**Free of Charge Issue**

Where Equipment is supplied by Smartcandle on a free of charge basis, these terms and conditions still apply.

**General**

Smartcandle reserves the right to amend the terms and conditions of this Equipment Hire Contract at any time

**I (Hirer) agree to the Terms and conditions set out herein by SmartCandle (Powerline UK Ltd)**

**Name of Hirer (BLOCK LETTERS).....**

**Signature of Hirer:.....**

**Date:.....**