

PEMF Hire

Terms and Conditions

PERIOD OF HIRE

1. The period of hire commences the day of collection by the hirer or after the equipment has left the possession of SmartPaws if delivering.
2. The period shall continue until the equipment is received by SmartPaws.

THE EQUIPMENT

3. The equipment on hire shall remain the absolute property of SmartPaws.
4. It is the responsibility of the hirer to satisfy himself upon receipt of the equipment that it is in good working order and in an undamaged condition.
5. SmartPaws does not warrant that the equipment is suitable for the particular or any purpose which it is or may be required. SmartPaws does not guarantee that use of the equipment will achieve the desired results.
6. The hirer shall not assign transfer or otherwise part with possession of the equipment during the period of hire without the prior written consent of SmartPaws.
7. The hirer shall not take or permit to be taken the equipment out of the United Kingdom nor use or permit to be used for any abnormal or hazardous assignments without the prior written consent of SmartPaws.

LOSS OF OR DAMAGE TO THE EQUIPMENT

8. Throughout the period of the hire, the hirer shall be responsible for the safe keeping of the equipment and shall be liable to SmartPaws for all loss or damage to the equipment howsoever caused. Cost of a replacement unit is £1100 (September 2014).
9. The hirer shall notify SmartPaws of any loss of or damage to the equipment on hire immediately it has occurred.
10. The hirer shall not carry out or attempt to carry out any repairs to damaged equipment without the prior written authority of SmartPaws.
11. The hirer shall pay to SmartPaws all costs incurred by it in carrying out repairs to damaged equipment.
12. The hirer shall pay to SmartPaws the full cost of replacing any lost equipment or any equipment which in the reasonable opinion of SmartPaws is uneconomic to repair with new

equipment of the same or similar specification to that equipment which has been lost or damaged.

CANCELLATION

13. In respect of any order cancelled the hirer will pay the company for postage and hiring charges incurred for the period as outlined in point 1 and 2 of the terms and conditions.

LIMITATION OF LIABILITY

14. If SmartPaws for any reason is unable to provide any equipment which is the subject of an agreement between SmartPaws and the hirer then SmartPaws shall not be liable for any loss suffered by the hirer as a result thereof.

15. It is the responsibility of the hirer to take the necessary steps to introduce the animal to the equipment and supervise the animal at all times whilst under treatment.

16. SmartPaws shall not be liable for any damage or injury caused to the animal as a result directly or indirectly of using the equipment.

17. SmartPaws shall not be liable for the exacerbation of any condition apparent or underlying as a result directly or indirectly of using the equipment.

PAYMENT

18. Payment due to SmartPaws will be taken within the period following the equipment being returned to SmartPaws from the credit/debit card given at commencement of hire. If this transaction cannot be made the hirer will pay any outstanding invoice issued by SmartPaws within 7 days of the invoice date.

19. The hirer will be required to provide credit/debit card details to SmartPaws prior to the machine being dispatched to the hirer. A charge of £600 will be pre-authorized from the hirers credit/debit card. This includes a deposit for damage which may be incurred (to the machine). At the end of the rental period payment will be taken from this card and will include the repair of any damages to the machine (should there be any).

20. The hirer agrees to pay a hire charge of £65.00 per week for the first week and then £45 per week for subsequent weeks (or equivalent daily charge) for the rental period set out in point 1 and 2 of the terms and conditions, plus any charges for damage to the equipment and postage for both delivery to the hirer and the return delivery to SmartPaws (unless other arrangements have been agreed in writing).

INDEMNITY

21. The hirer shall at all times fully indemnify SmartPaws its employees, servants and agents against all actions, costs, claims, demands, proceedings or liabilities arising from or in connection with equipment materials or any other services supplied to the hirer by SmartPaws.