

## DELIVERABLE SCHEDULE – LOAN EQUIPMENT

1. **DEFINITIONS AND INTERPRETATION**
- 1.1 In this Deliverable Schedule the following definitions apply:
- "Business Hour"** means an hour between 9am and 5pm on a Business Days;
- "Commencement Date"** means the date on which the Customer accepts the Quotation, the date specified in the Order Form (if applicable) or such other date agreed between the parties in writing as the commencement date for the Loan Equipment service;
- "General Terms"** means Switchshop's general terms of sale and supply as published on the website ([www.switchshop.co.uk](http://www.switchshop.co.uk)) from time to time and available on request;
- "Initial Term"** means the initial term of the Contract for the Loan Equipment as set out in the relevant Quotation, an Order Form (if applicable) or otherwise in writing starting on the Commencement Date. Where no initial term is specified or agreed the Initial Term shall be deemed to be one month.
- "Loan Equipment"** means the items of equipment listed in the Quotation, an Order Form or otherwise specified in writing between the Switchshop and the Customer, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it;
- "Order Form"** means a loan equipment order form setting out details relating to hire of the Loan Equipment and signed (or otherwise agreed) by the Customer;
- "Renewal Period"** has the meaning given in paragraph 4.2; and
- "Term"** means the Initial Term and any Renewal Periods.
- 1.2 Any capitalised words not defined above shall have the meaning given to them in the General Terms. The rules of interpretation as set out in clause 1.2 of the General Terms shall also apply to this Deliverable Schedule.
2. **APPLICATION OF THIS DELIVERABLE SCHEDULE**
- 2.1 This Deliverable Schedule along with the Quotation, any Order Form and the General Terms together constitute the Contract between Switchshop and the Customer for the provision of the Loan Equipment. The Contract supersedes any previously issued terms and conditions of supply and purchase.
- 2.2 In the event that there is any conflict between an Order Form and a Quotation, the Order Form shall take precedence.
- 2.3 The Loan Equipment service is a "Service" for the purposes of the General Terms.
3. **EQUIPMENT HIRE**
- Switchshop shall hire the Loan Equipment to the Customer for use at the Location subject to the terms and conditions of the Contract.
4. **TERM**
- 4.1 Subject to the other provisions of the Contract, the Loan Equipment shall be made available for the Term.
- 4.2 Following expiry of the Initial Term, the Contract shall continue thereafter for successive periods of one month (each a "**Renewal Period**") unless terminated by either party on not less than 7 days' prior written notice to take effect on expiry of the Initial Term or a Renewal Period.
5. **DELIVERY OF LOAN EQUIPMENT**
- 5.1 Clause 5 of the General Terms shall apply to the Loan Equipment as though the Loan Equipment were "Goods".
- 5.2 Switchshop shall not be responsible for the installation of the Loan Equipment.
6. **TITLE, RISK AND INSURANCE**
- 6.1 The Loan Equipment shall at all times remain the property of Switchshop, and the Customer shall have no right, title or interest in or to the Loan Equipment (save the right to possession and use of the Loan Equipment subject to the terms and conditions of this agreement).
- 6.2 The risk of loss, theft, damage or destruction of the Loan Equipment shall pass to the Customer on delivery at the Location. The Loan Equipment shall remain at the sole risk of the Customer during the Term and any further term during which the Loan Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Loan Equipment is redelivered to Switchshop. During the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- 6.2.1 insurance of the Loan Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Switchshop may from time to time nominate in writing;
- 6.2.2 insurance for such amounts as a prudent owner or operator of the Loan Equipment would insure for, or such amount as Switchshop may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Loan Equipment; and
- 6.2.3 insurance against such other or further risks relating to the Loan Equipment as may be required by law, together with such other insurance as Switchshop may from time to time consider reasonably necessary and advise to the Customer.
- 6.3 All insurance policies procured by the Customer shall be endorsed to name Switchshop on the policies as a loss payee in relation to any claim relating to the Loan Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 6.4 The Customer shall give immediate written notice to Switchshop in the event of any loss, accident or damage

to the Loan Equipment arising out of or in connection with the Customer's possession or use of the Loan Equipment.

6.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, Switchshop shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

6.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Switchshop and proof of premium payment to Switchshop to confirm the insurance arrangements.

## 7. CUSTOMER RESPONSIBILITIES

7.1 The Customer shall during the Risk Period:

7.1.1 ensure that the Loan Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;

7.1.2 take such steps (including compliance with all safety and usage instructions provided by Switchshop) as may be necessary to ensure, so far as is reasonably practicable, that the Loan Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

7.1.3 maintain at its own expense the Loan Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Loan Equipment;

7.1.4 make no alteration to the Loan Equipment and shall not remove any existing component(s) from the Loan Equipment without the prior written consent of Switchshop unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of the same make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Loan Equipment shall vest in Switchshop immediately upon installation;

7.1.5 keep Switchshop fully informed of all material matters relating to the Loan Equipment;

7.1.6 at all times keep the Loan Equipment in the possession or control of the Customer and keep Switchshop informed of its location

7.1.7 permit Switchshop or its duly authorised representative to inspect the Loan Equipment at all reasonable times and for such purpose to enter upon the Location or any premises at which the Loan Equipment may be located, and shall grant reasonable access and facilities for such inspection;

7.1.8 maintain operating and maintenance records of the Loan Equipment and make copies of such records readily available to Switchshop, together with such additional information as Switchshop may reasonably require;

7.1.9 not, without the prior written consent of Switchshop, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Loan Equipment or

allow the creation of any mortgage, charge, lien or other security interest in respect of it;

7.1.10 not without the prior written consent of Switchshop, attach the Loan Equipment to any land or building so as to cause the Loan Equipment to become a permanent or immovable fixture on such land or building. If the Loan Equipment does become affixed to any land or building then the Loan Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Loan Equipment from any land or building and indemnify Switchshop against all losses, costs or expenses incurred as a result of such affixation or removal;

7.1.11 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Switchshop in the Loan Equipment and, where the Loan Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that Switchshop may enter such land or building and recover the Loan Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Switchshop of any rights such person may have or acquire in the Loan Equipment and a right for Switchshop to enter onto such land or building to remove the Loan Equipment;

7.1.12 not suffer or permit the Loan Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Loan Equipment is so confiscated, seized or taken, the Customer shall notify Switchshop and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Loan Equipment and shall indemnify Switchshop on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

7.1.13 not use the Loan Equipment for any unlawful purpose;

7.1.14 ensure that at all times the Loan Equipment remains identifiable as being Switchshop's property and wherever possible shall ensure that a visible sign to that effect is attached to the Loan Equipment;

7.1.15 deliver up the Loan Equipment at the end of the Term or on earlier termination of this agreement at such address as Switchshop requires, or if necessary allow Switchshop or its representatives access to the Site or any premises where the Loan Equipment is located for the purpose of removing the Loan Equipment; and

7.1.16 not do or permit to be done anything which could invalidate the insurances referred to in paragraph 6.

7.2 The Customer shall be responsible for ensuring that any Customer data (including all configurations, policies and other customer specific data) is removed from the Loan Equipment on its return to Switchshop.

7.3 The Customer acknowledges that Switchshop shall not be responsible for any loss of or damage to the Loan

Equipment arising out of or in connection with any negligence, misuse, mishandling of the Loan Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors], and the Customer undertakes to indemnify Switchshop on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.

## 8. PRICING

8.1 The Price for the provision of the Loan Equipment shall be as set out in the Quotation, the Order Form or as otherwise agreed in writing between Switchshop and the Customer.

8.2 Following expiry of the Initial Term, Switchshop may revise the Price for any Renewal Period.

8.3 Unless otherwise specified by Switchshop, the Price for each Renewal Period shall be equal to the Price for the Initial Term set out in the Order Form or the Quotation or, where:

8.3.1 the Price for the Initial Term was a one-off cost to cover the entire Initial Term; and

8.3.2 the length of Initial Term was greater than the length of Renewal Period,

the Price for the Initial Term shall be pro-rated to determine the Price for Renewal Periods.

## 9. EXCLUSIONS AND LIMITATIONS

9.1 This Contract sets out the full extent of Switchshop's obligations and liabilities in respect of the Loan Equipment and its loan to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Switchshop except as specifically stated in the Contract.

9.2 Any condition, warranty or other term concerning the Loan Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

9.3 For the avoidance of doubt, unless otherwise stated, the Customer acknowledges that Loan Equipment:

9.3.1 may not be new;

9.3.2 may be end of life and/or out of manufacturer support;

9.3.3 may not be running the most recent version of firmware or software.

9.4 Subject to paragraph 9.5, unless otherwise agreed in writing, Switchshop shall have no obligation:

9.4.1 to provide any support in relation to Loan Equipment;

9.4.2 to update any firmware or other software on any Loan equipment or to make any updates available to the Customer in relation to such Loan Equipment.

9.5 In the event of hardware failure in relation to Loan Equipment that (in the opinion of Switchshop) has not been caused by negligence or misuse by the Customer, Switchshop shall use reasonable endeavours to provide suitable replacement hardware within a reasonable period. In the event that Switchshop is not able to provide suitable replacement hardware, the parties agree that the Term (in respect of the particular item of Loan Equipment) will be shortened to end on the date on which the particular item failed and Switchshop will provide a pro-rata refund for any fees already paid in respect of the particular item relating to any period after which the item failed.

## 10. TERMINATION

In addition to the termination events set out in Clause 17 of the General Terms, this Contract shall automatically terminate:

10.1.1 at the end of the Term; or

10.1.2 if a Total Loss occurs in relation to the Loan Equipment.

## 11. CONSEQUENCES OF TERMINATION

11.1 Upon termination of this Contract, however caused:

11.1.1 Switchshop's consent to the Customer's possession of the Loan Equipment shall terminate and Switchshop may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Loan Equipment and for this purpose may enter the Site or any premises at which the Loan Equipment is located; and

11.1.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Switchshop on demand:

(a) all sums due but unpaid under the Contract at the date of such demand;

(b) any costs and expenses incurred by Switchshop in recovering the Loan Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs); and

(c) in the event that the Loan Equipment has not been returned to Switchshop in accordance with paragraph 7.1.15, the greater of:

(i) the original list price (for sale to end users) of the Loan Equipment; and

(ii) an amount equal to the cost, as determined by Switchshop (acting reasonably), of replacement equipment of the same model as the Loan Equipment (or any replacement model).

11.2 Upon termination of this Contract pursuant to paragraph 11.1, any other repudiation of this agreement by the Customer which is accepted by Switchshop or pursuant to paragraph 10.1.2, without prejudice to any other rights or remedies of Switchshop, the Customer shall pay to Switchshop on demand a sum equal to the whole of the Price that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Term.

11.3 The sums payable pursuant to paragraph 11.2 shall be agreed compensation for Switchshop's loss and shall be payable in addition to the sums payable pursuant to paragraph 11.1.2.

11.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 12. UPDATES

Switchshop may update this Deliverable Schedule from time to time on providing reasonable notice to the Customer. The Customer's continued use of the Service

Desk following receipt of such notice shall constitute deemed acceptance of this Deliverable Schedule as updated.