

# Andrews & Arnold Ltd

Schedule: Schedule: Equipment sales, rental, loan, and supply

Version 1.0

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## 1. Applicability

1. Rental or loan of equipment: clauses 2, 5, and 6 of this schedule apply.

*Renting or loaning you equipment is a service, so see the schedule "Services (general) for other applicable terms.*

2. Sale of equipment: clauses 3 - 6 of this schedule apply.
3. Supply of equipment: clause 6 of this schedule applies if we supply equipment, whether rented, loaned, ordered or purchased from us or not.

## 2. Rental

- 2.1. If we rent or loan you equipment, you must, for the duration of your rental or loan:
  - 2.1.1. purchase a connectivity service from us; and
  - 2.1.2. keep the equipment connected to that connectivity service.
- 2.2. As long as you comply with clause 2.1, you may also connect the equipment to third party connectivity services.
- 2.3. If you are a consumer, and if we rent or loan you equipment for a charge, clause 12 of the schedule "Services (general)" sets out your right to cancel.
- 2.4. If we rent or loan you equipment for a charge, clause 13 of the schedule "Services (general)" sets out your right of termination, and charges associated with termination.

## 3. Sales: your right to cancel if you are a consumer

- 3.1. This clause 4 only applies if you are a consumer.
- 3.2. You have the right to cancel any order you place for equipment.
- 3.3. Your cancellation period ends at the end of 14 days after the day on which the equipment come into your, or your nominated person's, physical possession. If you have ordered multiple pieces of equipment in one order and they come into your, or your nominated person's, physical possession on different days, your cancellation period is linked to your, or your nominated person's, receipt of the last of the equipment.
- 3.4. If you wish to cancel during this period, you must inform us of your decision to do so. You may do so, if you wish, using the model cancellation form available on our website.
- 3.5. It is your duty to return any equipment to us. You must return them to our registered office address. You must return it to us without undue delay. You are responsible for the costs associated with returning the equipment. Risk in the equipment remains with you until we receive it, so we suggest that you use an appropriately-insured method of returning it to us.
- 3.6. We will reimburse you:

- 3.6.1. the price you paid for the equipment;
  - 3.6.2. any payment for delivery received from you, unless you expressly chose a kind of delivery costing more than the least expensive common and generally acceptable kind of delivery offered by us, in which case we shall reimburse you for any payment for delivery received from you, up to the amount you would have paid if you had chosen the least expensive common and generally acceptable kind of delivery we offer;
  - 3.6.3. but we will deduct any sum relating to the diminution in the value of the equipment as a result of your handling of the equipment beyond what is necessary to establish their nature, characteristics and functioning (including, in particular, if your handling goes beyond the sort of handling that might reasonably be allowed in a shop).
- 3.7. We will reimburse you within 14 days of receipt of the returned equipment, or the day on which you show us evidence that you have sent it back.

#### **4. Sales: no right to cancel if you are not a consumer**

- 4.1. If you are not a consumer, we are not required to accept cancellations or returns of equipment. If you wish to cancel or return equipment, please contact us.

## **5. Payments and invoicing**

- 5.1. If, for any reason, we do not receive your payment in full within 30 days of the due date, in addition to the remedies available to us under clause 6 of the general terms:
  - 5.1.1. you must promptly return the equipment to us; and
  - 5.1.2. we may limit or disable the equipment's functionality.
- 5.2. If, at any time before we receive your payment in full for the equipment, we reasonably suspect that you will not be able to, or will not be required to, pay any invoices relating to equipment, you agree that we may enter the premises in which the equipment is located (or in which we reasonably believe the equipment to be located) to locate and remove the equipment. You will obtain all necessary permissions and access rights, as well as all keys, security devices, codes, and other entry mechanisms, and will provide us with all reasonable assistance, to enable us to do this.

## **6. Title and risk**

- 6.1. For equipment we are selling to you, or have sold to you, the equipment remains our property, and title remains with us, until we have received your payment in full for it.
- 6.2. For equipment we are renting or loaning to you, the equipment remains our property, and title remains with us.
- 6.3. You must not permit a bailiff, or other similar person, to take, or

make part of a controlled goods agreement or similar, any equipment which we own. You must make them aware that Andrews & Arnold Limited, and not you, owns the equipment. If they attempt to take, or take control over, the equipment, you must notify us immediately.

- 6.4. Risk passes to you when the equipment is handed over to the courier or postal services provider, of you or your nominated agent.