



## TERMS AND CONDITIONS

Please read these before you sign the Agreement

### Definitions:

The following words shall have the meaning given below:

Agreement, the Extended Warranty Agreement of which these Terms and Conditions form part

Customer, the person named in this Agreement.

Dealer, Dial a TV Rentals Ltd.

Equipment, the goods specified in The Schedule shown on the Agreement

1. Once the Dealer is notified by the Customer during the period of this Agreement that the Equipment is not functioning properly the Dealer will inspect the Equipment and carry out repairs and/or modifications at the discretion of the Dealer that are deemed necessary to restore the Equipment to normal working order taking into account the age of the Equipment.

2. If it is found necessary to remove the Equipment to the Dealer's premises for the purposes referred to in clause 1 the Dealer undertakes to collect from and return the Equipment to the Customer and the Customer agrees to provide access to his premises for these purposes.

3. In the event that the Equipment has to be removed the Dealer undertakes to leave, by way of a loan, replacement equipment (not necessarily of the same make or specification) until such time as the Equipment is returned to the Customer.

4. On an annual basis the Dealer shall offer by prior appointment with the Customer (such appointment not to be unreasonably refused by the Customer) to inspect the Equipment and to make any minor adjustments that in the opinion of the Dealer appear necessary.

5. In the unlikely event that we are unable to complete an economic repair to the equipment the Customer will be entitled to an equivalent (in age and approximate product specification) replacement. In the event that the Customer is not satisfied with the replacement he will have 14 days in which to ask for the replacement to be collected and to claim a refund of payments made under this Agreement during the preceding 12 months.

6. The Dealers liability shall not extend to:

- I. any loss or damage to the Equipment caused by fire, aircraft, lightning, burglary, housebreaking, larceny, or accidental damage by external means;
- II. the renewal or recharging of batteries or any damage resulting from leaking batteries;
- III. any defect in the electrical or aerial installation external to the Equipment;
- IV. defective transmission and/or outside interference or other causes over which the Dealer has no control;
- V. loss or damage for any cause other than reasonable wear and tear in normal use;
- VI. loss or damage to styli, cosmetic or surface damage or damage to consumable parts;
- VII. any damage for loss of use or entertainment during the period in which repairs to or replacements of parts of the Equipment are being carried out;
- VIII. Loss of frozen food
- IX. Any claim within the first 30 days of entering this Agreement
- X. Repairs to cosmetic parts and accessories exterior to the Equipment
- XI. Damage caused by foreign objects or substances
- XII. Use in a commercial environment

7. Any work carried out by the Dealer which falls outside his obligations under this Agreement will be carried out at his current charges and payment in respect of that work shall be due immediately following completion of the work.

8. Either party may terminate this Agreement by giving one month's notice in writing after the expiry of the period referred to in the Schedule.

9. The Dealer shall be entitled to terminate this Agreement by immediate notice in any of the following events:

The Customer carries out any repairs to or in any way disturbs the Equipment or any internal component parts of it or permits any person other than the Dealer, his employees or servants to interfere in any way with the Equipment;

- I. The Customer fails to pay any sum due to the dealer within fourteen days of its due date;
- II. The Equipment is removed by the Customer to an address other than one which is approved in writing by the Dealer: such approval not to be unreasonably withheld provided that the new address is within the Dealer's service area;
- III. If the Customer is in breach of any of his obligations under this Agreement or if the Equipment shall cease to be in the Customer's possession. In such an event the Dealer shall not be liable to refund to the Customer any payments which may previously have been made by the Customer to the Dealer;
- IV. If the age of the Equipment exceeds eight years.

Termination under this clause shall be without prejudice to the right of the Dealer to recover from the Customer any monies due to the Dealer at the date of such termination or to recover damages in respect of any breach by the Customer of the terms of this Agreement. Termination of the Agreement for any cause shall not entitle the Customer (save at the discretion of the Dealer) to the refund of any sums paid by the Customer.