

# Rental Agreement

## LESSOR

Direct To Your Front Door LTD.  
The Old Vicarage  
Vicarage Road  
Gailey  
Nr Stafford ST19 5PU

## LESSEE (Please complete your details and return):

Full name:

House number or name:

Street:

Town/City:

County:

Post code:

Date of birth:

Your home telephone number:

Your mobile number:

Your email address:

## CREDIT CARD DETAILS

Credit Card Type:

Credit Card Number:

Credit Card Start Date:

Credit Card End Date:

Card Security Code (last 3 digits):

Credit Card Issue Number:

**By returning this form you are agreeing to the following:**

THIS AGREEMENT CANNOT BE CANCELLED and is subject to the following TERMS AND CONDITIONS:

- 1) **TERM:** The term of the rental is for the period paid for by the Lessee and commences on the date the equipment is received in full by the Lessee and ends the date the same equipment is returned in full by Lessee to the Lessor.
- 2) **DEPOSIT:** The deposit paid in connection with this rental agreement represents a security for the equipment rented for rental period. The deposit will be treated as follows:
  - a. A refund of the deposit amount received by Lessor will be made if the rental application is not accepted by Lessor or,
  - b. A credit note for the entire deposit amount will be made if Lessee elects to buy the equipment rented or the same equipment as new after the lease period and when all outstanding funds have been paid in full.
- 3) **RENT AMOUNT:** The rent amount is unique to the equipment rented and the duration of the agreement. The rent period can be extended subject to a new application and payment.
- 4) **PURCHASES:** if you wish to buy the machine you are currently renting, see 2(a).
- 5) **INDEMNITY:** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable legal fees arising out of, connected with, or resulting from the property subject to this lease, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.
- 6) **LOSS OR DAMAGE:** Lessee assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance, and no such loss shall release Lessee of its obligation under this agreement in the event of loss or damage. Lessee, at the sole option of Lessor, shall (a) at Lessee's expense, repair the equipment to the satisfaction of Lessor; or (b) at Lessee's expense, and to the satisfaction of Lessor, replace the equipment with similar or like equipment in good condition and repair and of comparable value, with clear title thereto in Lessor; or (c) make payment to Lessor the total of £500, in addition to the deposit.
- 7) **INSURANCE:** Lessee shall provide, maintain, and pay for (a) insurance against the loss or theft of or damage to the equipment, for its full replacement value, naming Lessor as a loss payee and (b) public liability and property damage insurance naming Lessor as an additional insured.
- 8) **ASSIGNABILITY:** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, or otherwise dispose of this lease, the equipment, or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than Lessee. Lessor may assign this lease or grant a subsidiary interest in the equipment in whole or part without notice to Lessee, and Lessor's assignee or secured party may then assign this lease or the security agreement without notice to Lessee. Each such assignee or secured party shall have all the rights, but none of the obligations, of Lessor under this lease. Lessee shall recognize such assignments or security agreements and shall not assert against the assignees or the secured parties any defence counterclaim or offset Lessee may have against Lessor. In spite of any such assignment, Lessor warrants that Lessee shall quietly enjoy use of the equipment, subject to the terms and conditions of this lease. Subject to the foregoing, the lease enures to the benefit of and is binding on the respective heirs, legatees, personal representatives, successors, and assigns of Lessor and Lessee.
- 9) **MAINTENANCE:** Lessee, at Lessee's expense, shall maintain the equipment in good condition and functional order, shall not use the equipment unlawfully, and shall not alter the equipment without Lessor's prior written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction, or disrepair of the equipment, and there shall be no abatement of lease payments on account of any such theft, destruction, or disrepair.
- 10) **SURRENDER:** On expiration of the lease term, Lessee shall return the equipment in good repair, ordinary wear and tear excepted, to the address of Lessor.
- 11) **TITLE; PERSONAL PROPERTY:** The equipment is, and shall at all times remain, property of Lessor, and Lessee shall have no right, title, or interest except as expressly set forth in this lease.
- 12) **NOTICES AND DEMANDS:** Service of all notices under this agreement shall be sent addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

13) MISCELLANEOUS: This instrument constitutes the entire agreement between Lessor and Lessee and is irrevocable for its term and it shall not be amended, altered, or changed except by a written agreement signed by the parties. If any portion of this lease is deemed to be invalid, it shall not affect the rest of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and not an aid to the interpretation of this agreement. Lessee applies to Lessor for a lease of the above-described property for personal use and agrees that this lease is not to be construed as a consumer contract. If Lessor accepts these terms and conditions, Lessee agrees to rent from Lessor and Lessor agrees to rent to Lessee, the equipment, on all of the terms and conditions of this lease.