



NETWORKS REVIVED - TERMS AND CONDITIONS OF EQUIPMENT HIRE

1. INTRODUCTION

- 1.1 These are the Terms and Conditions of Equipment Hire of Networks Revived, a trading name of Technology Revived Limited, incorporated and registered in England and Wales with company number 16668443 whose registered office is at 112-114 Market Street, Wigan, WN2 3AY ("we," "us," or "our").
- 1.2 These Terms and Conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3 The current version of these Terms and Conditions is available on our website at www.networksrevived.com and on request by email to legal@networksrevived.com
- 1.4 We may update these Terms and Conditions from time to time. The version in force when we send our Order Confirmation governs that hire.
- 1.5 The following defined terms are used in these Terms and Conditions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: 9.00 am to 5.00 pm on any Business Day.

Delivery Date: the date specified in the Order Confirmation.

Equipment: network infrastructure equipment including Wi-Fi routers, switches, firewalls and related networking hardware, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions.

Initial Period: the hire period stated in the Order Confirmation (minimum 7 days).

New Equipment: Equipment supplied new from the manufacturer.

Order Confirmation: our written confirmation (including by email) accepting your order and specifying the Equipment, hire period, rental payments and other key terms.

Refurbished Equipment: Equipment that has been tested, repaired, and restored to working condition by us.

Renewal Period: each time the hire automatically renews for the same length as the Initial Period.

Rental Period: the Initial Period plus any Renewal Periods.

Rental Payments: the payments for hire of the Equipment as specified in the Order Confirmation.

Site: the location specified in the Order Confirmation or such other location as we agree in writing.

VAT: value added tax chargeable in the UK.



2. CONTRACT FORMATION AND ACCEPTANCE

- 2.1 By placing an order with us, accepting delivery of Equipment, or making payment to us, you agree to be bound by these Terms and Conditions.
- 2.2 You may place an order by email to orders@networksrevived.com, by submitting a purchase order or by any other method we specify.
- 2.3 Your order is an offer to hire Equipment from us. We may accept or decline any order at our discretion.
- 2.4 A binding contract is created only when we send you an Order Confirmation. The Order Confirmation will specify (i) the Equipment to be hired; (ii) the hire period (short-term or long-term); (iii) the rental price and payment schedule; (iv) the delivery date and location; (v) whether the Equipment is new or refurbished; and (vi) any special conditions for that hire.
- 2.5 Our Order Confirmation may differ from your original order (e.g., substitute Equipment or adjusted delivery dates). By accepting delivery or making payment, you agree to the terms in our Order Confirmation.
- 2.6 We may withdraw or amend any quotation or Order Confirmation before delivery if (i) there is an obvious pricing or specification error; (ii) the Equipment becomes unavailable; or (iii) circumstances beyond our control make performance impossible.

3. QUOTATIONS AND AVAILABILITY

- 3.1 Quotations are valid for 30 days from issue unless otherwise stated.
- 3.2 We will use reasonable efforts to ensure Equipment is available, but we do not guarantee availability of specific models or configurations.
- 3.3 If Equipment in an Order Confirmation becomes unavailable, we may (i) Offer you a substitute of equivalent or better specification at no extra cost, or (ii) cancel the Order Confirmation and refund any payment made.
- 3.4 We have no liability for unavailability or delays caused by factors beyond our control.

4. EQUIPMENT HIRE

- 4.1 We will hire the Equipment to you for use at the Site subject to these Terms and Conditions.
- 4.2 We will not interfere with your quiet possession of the Equipment except to exercise our rights under these Terms and Conditions or as required by law.

5. RENTAL PERIOD

- 5.1 The hire starts on the Delivery Date and continues for the period stated in the Order Confirmation (minimum 7 days).
- 5.2 Unless you or we give notice to end the hire, it will automatically renew for the same period stated in the Order Confirmation.



Example: A 7-day hire renews for another 7 days. A 3-month hire renews for another 3 months.

- 5.3 To end the hire at the end of any period you must give us at least 5 Business Days' written notice, or we must give you at least 10 Business Days' written notice
- 5.4 If you terminate the hire or return the Equipment during any Initial Period or Renewal Period (rather than at its scheduled end), you must pay the Rental Payments for that entire period in full without deduction, set-off or refund. This obligation constitutes a genuine pre-estimate of our losses from early termination. All other obligations under these Terms and Conditions continue to apply.
- 5.5 If you return the Equipment late, then (i) the hire automatically renews for another full period; (ii) you must pay for that entire period; and (iii) we may (at our option) charge 150% of the daily rate for each late day.
- 5.6 To change the renewal period length, contact us at least 5 Business Days in advance. Changes need our agreement and Equipment availability. If we agree, we'll issue a revised Order Confirmation.

6. RENTAL PAYMENTS

- 6.1 You must pay the amounts in the Order Confirmation in cleared funds to our nominated bank account.
- 6.2 **For short-term hire:**
 - 6.2.1 You must pay for the Initial Period in full before we dispatch the Equipment.
 - 6.2.2 We will not dispatch until payment is received in cleared funds.
 - 6.2.3 We will invoice you for each Renewal Period (payment due within 7 days).
 - 6.2.4 If you fail to pay for a Renewal Period, we may suspend services, terminate the hire, and/or charge interest.
- 6.3 **For long-term hire:**
 - 6.3.1 Pay the first instalment in full before we dispatch the Equipment.
 - 6.3.2 We will not dispatch until payment is received in cleared funds.
 - 6.3.3 Further instalments are due as stated in the Order Confirmation.
 - 6.3.4 If you fail to pay any instalment, we may suspend services, terminate the hire, and/or charge interest.
- 6.4 All amounts exclude VAT, which you must pay at the prevailing rate.
- 6.5 You must pay in full without any set-off, counterclaim, deduction or withholding (except tax deductions required by law).
- 6.6 Time for payment is of the essence. Late payments incur interest at 4% per year above the Bank of England base rate (minimum 4%) from the due date until paid.



7. SECURITY DEPOSIT

- 7.1 We may require a security deposit in the amount specified in the Order Confirmation, payable before dispatch.
- 7.2 We may deduct from the deposit any sums you owe us under these Terms and Conditions, including unpaid Rental Payments, repair or replacement costs, late return charges, and recovery costs.
- 7.3 We will return any remaining balance (without interest) within 10 Business Days after the Equipment is returned in satisfactory condition and all your obligations are fulfilled.
- 7.4 You remain liable for any shortfall.

8. DELIVERY AND INSTALLATION

- 8.1 We will deliver to the location in the Order Confirmation. We will use reasonable efforts to deliver by the Delivery Date, but time of delivery is not of the essence.
- 8.2 You must ensure an authorised representative is present at delivery. Their acceptance of delivery is conclusive evidence that you have examined the Equipment and found it in good condition and fit for purpose (except for latent defects not apparent on inspection). We may require them to sign a receipt.
- 8.3 If we agree to install the Equipment (as stated in the Order Confirmation), installation is at your expense. You must ensure an authorised representative is present. The same acceptance provisions apply.
- 8.4 You must provide all necessary materials, facilities, access and working conditions to enable delivery and installation safely.
- 8.5 If you fail to accept delivery when we offered it (except where caused by our breach) the Equipment is deemed delivered at 9.00 am on the date we attempted delivery and Rental Payments commence from that deemed delivery date.

9. TITLE, RISK AND INSURANCE

- 9.1 The Equipment remains our property at all times. You have no right, title or interest except the right to possess and use it under these Terms and Conditions.
- 9.2 Risk of loss, theft, damage or destruction passes to you on delivery and remains with you during the Rental Period and until we retake possession. If the Equipment is stolen, lost, or damaged beyond repair, you must claim on your insurance and remain liable for all Rental Payments.
- 9.3 During the Rental Period, you must at your own expense maintain:
 - 9.3.1 Insurance of the Equipment for full replacement value against all usual risks (fire, theft, accident, etc.).
 - 9.3.2 Public and third-party liability insurance for reasonable amounts.
 - 9.3.3 Any other insurance required by law or that we reasonably request in writing.



- 9.4 All insurance policies must:
 - 9.4.1 Provide us at least 5 Business Days' notice of cancellation or material change.
 - 9.4.2 Name us as loss payee on request.
 - 9.4.3 You must pay all deductibles.
- 9.5 If you fail to maintain insurance, we may (but need not) arrange insurance and recover the cost from you as a debt, or terminate the hire.
- 9.6 You must provide us with copies of insurance certificates, details of cover, and proof of premium payment on demand.
- 9.7 You must immediately notify us in writing of any loss, accident or damage to the Equipment.

10. YOUR RESPONSIBILITIES

- 10.1 During the hire you must:
 - 10.1.1 Keep the Equipment in a suitable environment;
 - 10.1.2 Use it only for its designed purpose;
 - 10.1.3 Operate it properly by trained staff following our instructions;
 - 10.1.4 Follow all safety and usage instructions we provide;
 - 10.1.5 Maintain the Equipment at your expense in good repair and operating condition (fair wear and tear excepted);
 - 10.1.6 Replace worn, damaged and lost parts;
 - 10.1.7 Make good any damage;
 - 10.1.8 Make no alterations to the Equipment;
 - 10.1.9 Not remove components unless replaced immediately with the same or improved versions (title in replacements vests in us immediately);
 - 10.1.10 Keep us fully informed of all material matters relating to the Equipment;
 - 10.1.11 Keep the Equipment at the Site (or inform us of its location if mobile);
 - 10.1.12 Not move it to another location without our prior written consent;
 - 10.1.13 Allow us to inspect the Equipment at reasonable times;
 - 10.1.14 Grant us access to the Site or any premises where the Equipment is located;
 - 10.1.15 Not sell, rent, lend or part with control of the Equipment without our written consent;
 - 10.1.16 Not create any security interest over the Equipment;
 - 10.1.17 Not attach the Equipment to land or buildings so it becomes a permanent fixture without our written consent;
 - 10.1.18 If it does become affixed, ensure it can be removed without material injury and repair any damage;
 - 10.1.19 Ensure we can enter the land/building to recover the Equipment;
 - 10.1.20 Not allow the Equipment to be confiscated, seized or taken under any legal process;
 - 10.1.21 If it is seized, notify us immediately and use best efforts to secure its release and indemnify us in full for all losses from such seizure;



- 10.1.22 Not use the Equipment for any unlawful purpose;
- 10.1.23 Keep the Equipment identifiable as our property;
- 10.1.24 Where possible, ensure a visible sign to that effect is attached; and
- 10.1.25 Return the Equipment at the end of the Rental Period to our specified address or allow us access to remove it.

10.2 You must return the Equipment at the end of the hire:

- 10.2.1 In the same condition as delivered (fair wear and tear excepted);
- 10.2.2 In working order with all accessories, manuals and cables; and
- 10.2.3 Arrange and pay for tracked courier shipping to our premises.

10.3 On return, we will inspect the Equipment. If it is damaged (beyond fair wear and tear), incomplete, or faulty we will notify you within 5 Business Days and we may charge you repair or replacement costs. Any such payment is due within 7 days.

10.4 Equipment returned with tampered packaging, broken seals, or missing components may be refused and you may be charged full replacement value.

11. WARRANTY

11.1 The warranty depends on whether the Equipment is New or Refurbished:

(a) New Equipment: We hire New Equipment subject to the manufacturer's warranty only. We make no warranties beyond those provided by the manufacturer. Manufacturer warranty terms vary - you should review them. We will reasonably cooperate with you to enforce manufacturer warranties where applicable.

(b) Refurbished Equipment: We warrant that Refurbished Equipment supplied to you has been tested for electronic components, software, ports and functionality and will, at the point of delivery, perform substantially in accordance with its specification. This warranty applies for 12 months from the Delivery Date. If the Equipment fails during the warranty period due to a defect in materials or workmanship, we will (at our option) provide a like-for-like replacement or repair the Equipment. We do not warrant that an identical replacement will be available. Our liability under this warranty is limited to repair or replacement only.

11.2 The warranties are conditional upon:

- 11.2.1 You notifying us in writing of any defect within 10 Business Days of becoming aware of it;
- 11.2.2 Us being permitted to fully examine the alleged defect;
- 11.2.3 The defect not having been caused by misuse, neglect, mishandling or unauthorised alteration;
- 11.2.4 The defect not having been caused by any information, design or assistance supplied by you; and
- 11.2.5 The defect being directly attributable to defective material, workmanship or design.



- 11.3 Except as expressly set out in clause 12.1, all warranties, conditions and terms implied by statute or common law (including sections 8 to 10A of the Supply of Goods and Services Act 1982) are excluded to the fullest extent permitted by law.
- 11.4 We do not warrant the Equipment is suitable for any particular purpose or use under specific conditions, unless specifically confirmed in writing before the Delivery Date.
- 11.5 We use reasonable efforts to erase data from Refurbished Equipment but do not guarantee complete data removal. You remain responsible for ensuring any sensitive data is properly erased or encrypted during and after the Rental Period.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in these Terms and Conditions excludes or limits our liability for:
 - 12.1.1 Death or personal injury caused by negligence;
 - 12.1.2 Fraud or fraudulent misrepresentation;
 - 12.1.3 Breach of terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973; or
 - 12.1.4 Any liability that cannot legally be excluded or limited.
- 12.2 Subject to clause 12.1, our total liability to you under these Terms and Conditions shall not exceed the total Rental Payments paid or payable by you.
- 12.3 Subject to clause 12.1, we will have no liability for:
 - 12.3.1 Loss of profits or anticipated savings;
 - 12.3.2 Loss of sales or business;
 - 12.3.3 Loss of agreements or contracts;
 - 12.3.4 Loss of or corruption of software, data or information;
 - 12.3.5 Loss of or damage to goodwill; or
 - 12.3.6 Any indirect or consequential loss
- 12.4 Subject to clause 12.1, all implied terms as to quality or performance are excluded to the fullest extent permitted by law.

13. TERMINATION

- 13.1 Without prejudice to any other rights or remedies, we may terminate the hire immediately by written notice if:
 - 13.1.1 you fail to pay any amount due on the due date and remain in default for 5 Business Days after we give you written notice requiring payment;
 - 13.1.2 you commit a material breach of these Terms and Conditions which is incapable of remedy, or if capable of remedy you fail to remedy it within 5 Business Days of receiving written notice specifying the breach and requiring its remedy;
 - 13.1.3 you repeatedly breach these Terms and Conditions;



- 13.1.4 you fail to maintain insurance as required by clause 9.3 for more than 5 Business Days after we give you written notice;
 - 13.1.5 you suspend or cease, or threaten to suspend or cease, payment of your debts, are unable to pay your debts as they fall due, or commence negotiations with creditors concerning the rescheduling of any debts;
 - 13.1.6 any petition, application, resolution, order or appointment is made or passed for or in connection with your winding up, administration, receivership or any analogous insolvency proceeding, or you apply for or obtain a moratorium under Part A1 of the Insolvency Act 1986;
 - 13.1.7 any creditor attaches, takes possession of, or enforces security over the whole or any part of your assets, or any distress, execution or other legal process is levied on your assets;
 - 13.1.8 you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business;
 - 13.1.9 your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under these Terms and Conditions has been placed in jeopardy; or
 - 13.1.10 there is a change of control of you (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 13.2 These Terms and Conditions terminate automatically if, in our reasonable opinion, the Equipment is damaged beyond economic repair, lost, stolen, seized or confiscated as a result of your breach of these Terms and Conditions.

14. CONSEQUENCES OF TERMINATION

- 14.1 On termination or expiry:
- 14.1.1 Our consent to your possession ends immediately;
 - 14.1.2 You must return the Equipment within 2 Business Days (or longer as we agree in writing);
 - 14.1.3 We may (without notice and at your expense) retake possession of the Equipment and enter the Site or any premises where it is located. You grant us an irrevocable licence to enter for this purpose.
 - 14.1.4 You must ensure safe and proper storage until we collect it.
 - 14.1.5 You must pay us on demand: **(i)** all Rental Payments and other sums due but unpaid together with accrued interest; **(ii)** if termination occurs during any Initial Period or Renewal Period, all Rental Payments for the remainder of that period; **(iii)** all costs and expenses we incur in recovering the Equipment or collecting sums due, including but not limited to storage, insurance, repair, transport, legal and remarketing costs.



14.2 Termination does not affect any accrued rights, remedies, obligations or liabilities of either party, including the right to claim damages for breach existing at or before termination.

14.3 Any provision intended to come into or continue in force on or after termination remains in full force and effect.

15. GENERAL

15.1 **Data Protection:** Each party must comply with all applicable data protection legislation including UK GDPR and the Data Protection Act 2018. You acknowledge we may need to access passwords, configuration data, and other information during delivery, configuration, or maintenance. We will maintain confidentiality of such information. Our privacy notice is available at www.networksrevived.com/privacy-policy

15.2 **Force Majeure:** Neither party is liable for delay or failure in performance resulting from events beyond its reasonable control, which by its nature could not have been foreseen or, if it could have been foreseen was unavoidable. If such delay continues for 90 days, the unaffected party may terminate by 14 days' written notice.

15.3 **Confidential Information:** Each party must not disclose the other party's confidential information concerning its business, assets, affairs, customers, clients or suppliers during the hire and for 2 years after, except to its employees, officers, representatives or advisers who need to know (ensuring they comply with this obligation), or as required by law, court order, or regulatory authority. Neither party may use the other's confidential information except to perform its obligations under these Terms and Conditions.

15.4 **Entire Agreement:** These Terms and Conditions constitute the entire agreement between the parties. Each party acknowledges it does not rely on any statement, representation or warranty not set out in these Terms and Conditions.

15.5 **Assignment:** You may not assign, transfer, charge, subcontract or deal in any other manner with any of your rights or obligations under these Terms and Conditions.

15.6 **Variation:** No variation is effective unless in writing and signed by both parties (or their authorised representatives).

15.8 **No Partnership:** Nothing in these Terms and Conditions creates any partnership, joint venture or agency relationship.

15.9 **Third Party Rights:** These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

15.10 **Notices:** Any notice must be in writing and delivered by (i) hand or pre-paid first-class post to the registered office (if a company) or principal place of business; or by (ii) Email to the address specified in the Order Confirmation or such other email as notified in writing from time to time. Notices are deemed received (i) if by hand: when left at the proper address; (ii) if by post: at 9.00 am on the second Business Day after posting; or (iii) if by email: at time of transmission, or if outside Business Hours, when Business Hours resume (sender must provide proof of transmission if disputed).



- 15.12 **Waiver:** A waiver of any right is only effective if in writing. Delay or failure to exercise any right does not waive it.
- 15.13 **Severance:** If any provision is invalid, illegal or unenforceable, it shall be deemed deleted but the rest of these Terms and Conditions remain valid. The parties will negotiate in good faith to agree a replacement provision.
- 15.14 **Disputes:** If a dispute arises out of or in connection with these Terms and Conditions, the parties shall first attempt to resolve it by negotiation between senior representatives within 14 days of written notice. If the dispute is not resolved by negotiation, either party may refer it to mediation under the CEDR Model Mediation Procedure. The parties shall equally share the costs of mediation. If the dispute is not resolved by mediation within 30 days of the mediator's appointment, either party may commence court proceedings. Nothing in this clause prevents either party from seeking urgent injunctive relief at any time.
- 15.15 **Governing Law:** These Terms and Conditions are governed by the law of England and Wales.
- 15.16 **Jurisdiction:** The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions.

You acknowledge you have read and understood these Terms and Conditions. Your order, our Order Confirmation, and these Terms and Conditions together constitute the entire agreement between us for each hire of Equipment.