

Cells Regeneration and Pain Relief

PEMFLONDON LTD - TERMS AND CONDITIONS By hiring from PEMFLONDON, you agree to the following terms and conditions:

1. By placing an order, the Hirer will be deemed to accept the terms and conditions of this agreement, which shall govern the provision of the Services to the exclusion of any other terms and conditions, including without limitation any terms and conditions of the Renter.

2. Title to maintain the PEMF Equipment remains with PEMFLONDON. Hirer has examined the maintaining of PEMF Equipment before signing this agreement and agrees that the same is the correct PEMF Equipment ordered by Hirer and is in good order, condition and repair.

The hirers agree to return of PEMF Equipment back unless otherwise stated before the signing of the agreement. On or before 10.00 am on the day after the end of the Hire Period in the same good order condition and repair including to pay PEMFLONDON the rental therein at the rate provided. The rental day shall commence on the day the PEMF devices is delivered/ collected to/by Hirer and shall continue until said PEMF Equipment is returned. Hirer agrees to pay one additional day's rental if said PEMF devices are not returned before 09.00h.

3. Hire Period: The Hire Period shall commence from the time stated in the order confirmation unless the PEMF Equipment is collected by the Hirer, in which matter the Hire Period shall begin when the PEMF Equipment leaves our premises. Every Hire Period shall terminate when the goods are received back at our premises.

(a) Granted that this Equipment is ready, the PEMF Equipment can be secured after 16.00h the day before the Commencement of Hire starts and returned by 09.00h the day after the end of the Hire Period without incurring additional expenses.

(b) PEMFLONDON will use all reasonable efforts to have each PEMF Equipment of specified available for hire on the Commencement of Hire but shall not incur any liability in the event of any nonavailability due to failure by different customer to return, unforeseeable mechanical breakdown or any other circumstance beyond its reasonable control.

4. Cancellation of Hire After confirmation of rental (via email or in writing): (a) If notice is given to terminate the rental order more than 24 hours before the agreed commencement time, there will be no cancellation charges. (b) If notice is given within 24 hours of agreed commencement time, a charge equivalent to 50% of one day's rental charges will be levied. (c) If no notice is given to cancel the hire; then a charge equal to the first day's hire rate will be made to the hirer's account. (d) In all the above cases, PEMFLONDON reserves the right to charge fully for any PEMF Equipment cross-hired to facilitate a rental.

5. Limitation of Liability: Hirer agrees that if any PEMF Equipment rented hereunder is not suitable for the Hirers use or is defective in any way, that they shall have no claim against ProLighting for damages and Renter hereby waives rights to such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.

6. Insurance Cover: It is a condition of hire that all equipment be comprehensively covered against loss, damage or theft by the Hirer from the commencement of the hire period until return. A damage and loss waiver facility is available from PEMFLONDON at a fee calculated at 15% per cent of the total rental fee before any discount given. It is the Hirer's responsibility at the time of setting up their account to advise if this facility is required, otherwise, it will be assumed that the Hirer has their own sufficient hired-in equipment cover in place. It should be noted that while the facility is comprehensive the Hirer is liable for an excess of £250 per item. The Hirer should be aware of the exclusions and in the event of any equipment being lost, stolen or damaged while on hire, the Hirer will report any relevant details to PEMFLONDON as soon as practicable, and in event of any loss or theft make a report to the local police. PEMFLONDON reserves the right to raise loss of hire charges arising from damage or loss to rental equipment, calculated at the daily hire rate, up to and including the date that the equipment is replaced in full, including any relevant insurance payments.

7. Responsibility of Hirer (a) Hirer agrees to operate each piece of equipment rented hereunder following the manufacturer's operating procedures and observing all relevant Health & Safety regulations (b) Hirer agrees not to assign or transfer this rental agreement or the property subject to this rental agreement. (c) It is the responsibility of the Hirer to arrange a suitable supply of electricity for use with rented equipment at all times. Equipment must at all times be operated under the Electricity at Work Regulations 1989 (and all amendments therein).

8. If Hirer fails to return said equipment when due or fails to pay the rental therein, PEMFLONDON may declare Hirer in default and shall have the right to repossess said equipment from Hirer and to recover all damages, accrued rental, cost and reasonable legal fees. Hirer hereby waives any claim for loss or damage from said repossession.

9. If after the return of said rental equipment PEMFLONDON discovers that the same has been damaged while rented under this agreement, the Hirer shall be notified of the description of such damage and the amount required to repair or replace such item, and any potential loss of hire charges.

10. In the event Hirer is in default under this rental agreement and action is commenced to enforce any right hereunder, PEMFLONDON will seek to recover from the Hirer, in addition to all other relief, reasonable legal fees incurred in said action or proceedings.

11. Force Majeure (a) Credit terms of 30-days can be offered at PEMFLONDON discretion following successful credit reference checks. Any hire provided under these credit terms is to be paid within 30 days of the invoice date. (b) Failing credit checks or where no references are supplied an Advance Account will be opened requiring payment upfront before each hire. (c) All first time hires must be paid in full 24 hours before the first day of rental. (d) All companies not registered to a UK address will be subject to an Advance Account. (e) If payment is not made by the above-mentioned terms, the hirer will forfeit their right to any agreed discount. PEMFLONDON Ltd reserves the right to cancel any booking and not adhering to the above terms.

14. Privacy Statement We take our Clients privacy seriously and only use any Personal or Company information, and any other information received, to provide the products and services that you have requested from us and to administer your account.