

Terms and Conditions for Equipment Hire

In consideration of the mutual covenants and promises in this Agreement, the receipt of sufficiency of which consideration is hereby acknowledged, the Owner leases the Equipment to the Client on the following terms:

Definitions

Casualty Value: The market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss.

Client: The person or organisation renting the Equipment, as specified in the Quote.

Effective Date: The date specified in the Quote as the start date of the Term

Equipment: The Cyber Escape Room Equipment with an approximate value of £2,000 per pack.

Owner: Capture the Talent Ltd (t/a Esc), an organisation registered in England at 124 Finchley Road, London, NW3 5JS.

Total Loss: Any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Lease

1. The Owner leases the Equipment to the Client in accordance with these terms.

Term

2. This Agreement commences on the Commencement Date and will continue for the duration specified in the Quote (the "Term").

Rent

3. The rent for the Equipment, exclusive of VAT, will be as specified in the Quote (the "Rent") and must be paid prior to the Client taking possession of the Equipment.

Residual Value

4. The residual value of the Equipment (the "Residual Value") is calculated as £2,000 minus the Rent paid by the Client. If the Client desires to purchase the Equipment, this calculated Residual Value will be the purchase price.

Purchasing the Equipment

5. The Client has the option to purchase the Equipment at the end of the Term by paying:

- a. The Residual Value of the Equipment; and
- b. Any fees, taxes, and expenses related to the purchase of the Equipment.

Use of Equipment

6. The Client must use the Equipment in a good and careful manner and comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, including, but not limited to, copyright law.
7. The Client must use the Equipment for its designed purpose and not for any other purpose.
8. The Client must not alter, modify or attach anything to the Equipment without prior written consent from the Owner.

Repair and Maintenance of Equipment

9. The Client must keep the Equipment in good repair, appearance, and condition, normal reasonable wear and tear excepted, at their own expense.
10. If the Equipment is not in good repair, appearance, and condition when returned, the Owner may make necessary repairs and invoice the Client for the actual expense.

Warranties

11. The Equipment will be in good working order and condition upon delivery.
12. The Equipment is of merchantable quality and fit for its ordinary purposes.

Loss and Damage

13. The Client is responsible for risk of loss, theft, damage, or destruction of the Equipment from any cause.
14. In case of loss or damage, the Client must continue paying Rent, notify the Owner promptly, and repair the Equipment if possible.
15. In the event of Total Loss, the Client must notify the Owner and pay all unpaid Rent plus the Casualty Value, transferring ownership to the Client.

Ownership, Right to Lease, and Quiet Enjoyment

19. The Equipment remains the property of the Owner.
20. The Client must not encumber the Equipment or pledge it as security.
21. The Owner warrants the right to lease the Equipment and ensures the Client's peaceful possession and use of the Equipment, as long as no default occurs.

Surrender

22. At the end of the Term, the Client must return the Equipment at their cost, expense, and risk. Failure to return the Equipment will result in demand for payment of any unpaid Rent, as well as the Casualty Value plus 10%. Once payment has been received, the ownership will transfer to the Client.

Indemnity

23. The Client will indemnify and hold the Owner harmless against all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities arising from the Client's use of the Equipment.

Default

24. Events of default include failure to pay amounts due, insolvency, or legal encumbrances on the Equipment.

Remedies

25. Upon default, the Owner may declare Rent due, pursue legal proceedings, repossess the Equipment, terminate the Agreement, or pursue other legal remedies.

Insurance

26. The Client must, at their own expense, maintain insurance coverage against loss, theft, or damage to the Equipment during the Term. The Client must provide proof of such insurance upon request by the Owner.

Limitation of Liability

27. To the fullest extent permitted by law, the Owner's liability under this Agreement is limited to the amount of Rent paid by the Client. The Owner will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the Client's use or inability to use the Equipment.

Compliance with Laws

28. The Client must comply with all applicable laws, regulations, and ordinances in connection with the use, operation, and possession of the Equipment.

Confidentiality

29. The Client agrees to keep confidential and not disclose any proprietary information or data received from the Owner in connection with the use of the Equipment.

Dispute Resolution

30. Any disputes arising under or in connection with this Agreement must first be attempted to be resolved through good faith negotiations between the Parties. If the dispute cannot be resolved through negotiations, the Parties agree to submit the dispute to mediation before resorting to litigation.

Force Majeure

31. Neither Party will be liable for any delay or failure in performing its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, supply chain disruptions, and governmental restrictions.

Inspection

32. The Owner reserves the right to inspect the Equipment during the Term upon providing reasonable notice to the Client.

Amendments

33. Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

No Waiver

34. Failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.