

TERMS AND CONDITIONS

A Hire Agreement between Tamar Gaming Ltd. ('we' and 'us') and the customer named overleaf ('you') by which we agree to let and you agree to hire the equipment described overleaf for the period shown overleaf and for the charges shown on the terms and conditions on this page and overleaf. If the equipment (which includes licensed software) includes a number of different items, these terms and conditions apply to each item both separately and as a whole.

1. You agree to pay the charges when they are due.
2. You agree to take care of the equipment and keep it in a clean condition and will notify us immediately of any breakdown or other irregularity affecting the satisfactory working of the equipment.
3. You agree to insure the equipment against Public Liability risk from the date it is installed. You agree to tell us immediately about any damage to the Equipment, theft or any claim by a third party.
4. You will reimburse us for any costs, losses, expenses or damages suffered or incurred by us as a result of, damage to (howsoever arising, fair wear and tear excepted), vandalism to or theft of any equipment which we supply to you under this Agreement, up to the full replacement value of the Equipment and you agree to pay this to us on demand.
5. If any Equipment which we supply to you is damaged or broken into, you will be solely responsible for the loss of cash from such Equipment.
6. The Equipment will not be moved by you from the address agreed overleaf unless we give our prior written permission.
7. You agree that you will observe and perform the provisions of the Gaming Act 1968, the Copyright Act 1956 (as applicable) or any other statutory enactment for the time being in force or any replacement, modification or extension of such statutory enactment relative to the installation and use of the Equipment. Where applicable, we supply the licensed software to you on licence only.
8. We may agree with you from time to time to substitute Equipment and to adjust the charge accordingly. In these circumstances the substitute equipment will be deemed to be the equipment under this hire Agreement as if it was included in the equipment overleaf and the charge payable as adjusted from time to time shall be read as if it was stated overleaf and all other terms of this Agreement will remain in full force and effect.
9. You are not permitted to end this Agreement before the end of the minimum term. The minimum term starts from the installation of the last piece of equipment. This Agreement will continue until terminated by either party giving not less than six months notice to the other party. We only accept notice to terminate the Agreement provided that you pay us: any unpaid charges that are due, and all rentals, including variable rents, averaged over the last three months, known as "operator share" which would have become due from the date you want to end the Agreement, to the end of the minimum term rental period, discounted at a rate of 5% and notice to end the Agreement is received via email to Info@tamargaming.co.uk or by recorded delivery. We do not accept notice from third parties.
10. You agree that you will only hire and / or use our Goods / Equipment at your premises during the term of this Agreement and will not hire or use any Goods or Equipment of a similar nature during the term of this Agreement, from another supplier. As such, this is an exclusive arrangement with us in relation to the Goods and Equipment. A breach of this term by you is a material breach of this Agreement.
11. You will use all reasonable endeavours to maximize the revenue from all of the Equipment and Goods you hire under this Agreement, including but not limited to having them turned on at all times when the premises is open or being used and having them in a prominent position in the premises.
12. If we have agreed that you will pay by a method other than Direct Debit or Standing Order, you agree to pay us within 14 days of the date of our invoice. If we have agreed to collect payment of invoices payment will be due upon delivery and receipt of the invoice. If we have agreed to carry out cash collections from the Equipment we will be allowed access at all reasonable times to make collections.
13. You will not have to obtain those Permits and Licences that we have agreed to obtain on your behalf overleaf but you will assist us as necessary to obtain these for you. You will obtain and maintain at all times in respect of the premises all other amusement machine Licences, Authorities, Permits and consents including without limitation where applicable a License issued by the Performing Rights Society or Phonographic Performance Limited or such other similar body such that the operation of the equipment on the premises accords at all times with all by laws and other regulations and is properly authorised and licensed. If you fail to take out any of these we are entitled to do so on your behalf and you will repay to us the costs of doing so and any costs, losses and expenses we suffer as a result of your failure to comply with this clause. For the avoidance of doubt where we make an application for a Licence or Permit on your behalf we rely solely on the information provided by you including but not limited to the size of the audible area for which a Phonographic Licence Background Music Licence is applied and we accept no responsibility for any costs, losses or expenses suffered or incurred in the event that such information supplied is incorrect.
14. You will provide a reasonable repair and maintenance service to keep the Equipment in good working order where the repair and maintenance is due to reasonable wear and tear.
15. If you fail to comply with any of these commitments to us, or if any charge due is in arrears for 14 days, we can end this Agreement after we have given you any notice we must give under the Consumer Credit Act 1974. We can recover from you any losses that we suffer due to your act or failure. We can also get compensation from you for our losses for ending this Agreement early which we shall work out as in clause 9. You shall be responsible for our costs of recovering Equipment.
16. When this Agreement ends (expires or is terminated) you will make the Equipment and all copies of the licensed software (if any) available for us to collect and we can enter your premises at any time for this purpose.
17. Without prejudice to our existing rights under this Agreement, if you fail to pay any sums due, including interest, on the due date we may, following 3 working days prior written notice to you, for the remainder of this Agreement or until such time as all sums owing to us are repaid, commence collections from the Equipment, if we do not already do so and deduct from cash collected any monies due to us under this Agreement.
18. You agree to pay interest at the rate specified under the Late Payment of Commercial Debts (interest) Act 1998 (currently 8% above base rate of the Bank of England) from time to time on all charges and other amounts which become overdue. Interest will accrue on a daily basis from the date when payment falls due until it is received and to accrue both before and after any judgement.
19. You cannot transfer your rights and duties under this Agreement unless we give our prior written permission.
20. We accept liability for any damage caused by our fault but not for any loss of profit, loss of data or consequential loss.
21. No one except you and us will have any rights under this Agreement and nothing in this Agreement will allow its terms to be enforceable by any third party.
22. Where two or more people have signed as customer each person shall be jointly and severally liable for the performance of these commitments.