



DCR Pro - Wheel Repair Lathe

EQUIPMENT RENTAL AND SERVICE AGREEMENT

24-Month Minimum Rental Term

Provider	SJB Rentals Limited
Client	[Full legal name]
Client company number	[Number]
Installation address	[Address]
Effective date	[Date]
Monthly rental	£995 plus VAT, payable monthly in advance

IMPORTANT

This is a business-to-business equipment rental agreement. The Client should read it carefully and obtain independent legal and financial advice before signing.

1. Parties and Agreement

1.1 This Equipment Rental and Service Agreement (Agreement) is made between SJB Rentals Limited, company number 10503352, whose address is stated above (Provider), and the Client identified on the cover page.

1.2 The Provider agrees to rent the DCR Pro wheel repair lathe described in Schedule 1 (Equipment) to the Client, and the Client agrees to rent and use the Equipment, on the terms of this Agreement.

1.3 This Agreement includes its schedules, any signed order form, delivery and condition report, and any written variation signed by both parties. If there is a conflict, the signed order form takes priority, followed by this Agreement and then the schedules.

2. Rental Term and Renewal

2.1 The minimum rental period is 24 months beginning on the Effective Date or, if later, the date the Equipment is delivered and commissioned (Minimum Term).

2.2 The Client may not terminate for convenience during the Minimum Term.

2.3 After the Minimum Term, this Agreement will continue on a rolling monthly basis unless either party gives at least 90 days' written notice to terminate. The notice may expire no earlier than the end of the Minimum Term.

2.4 If the Client rejects, abandons or purports to terminate the Agreement during the Minimum Term without a contractual right to do so, the Provider may recover its losses, including unpaid rentals and reasonable recovery, storage and remarketing costs, less any sums the Provider actually receives from re-renting the Equipment for the same period. This clause is intended to compensate the Provider and not to impose a penalty.

3. Rental Charges and Payment

3.1 The rental charge is £995 per calendar month plus VAT (Rental Charge).

3.2 The first month's Rental Charge and VAT must be paid before delivery. All later Rental Charges are payable monthly in advance by Direct Debit on the agreed payment date.

3.3 The Rental Charge excludes consumables, tooling, paint, waste disposal, utilities, insurance, site preparation, non-standard delivery requirements, relocation, collection at the end of the rental, and repairs arising from an Excluded Cause.

3.4 The Client must pay all invoices in full without deduction, set-off or counterclaim, except where required by law.

3.5 Overdue sums carry simple interest at 1.5% per month, calculated daily from the due date until payment, or the maximum lawful rate if lower. The Client must also reimburse reasonable debt-recovery costs.

3.6 If a payment is more than 15 days overdue, the Provider may suspend support and remotely disable the Equipment after reasonable notice, provided it is safe to do so. Disablement does not end the Agreement or suspend the Client's payment obligations.

4. Delivery, Site Requirements and Installation

4.1 Standard delivery, setup and initial operator training at the Installation Address are included, subject to suitable access and normal delivery conditions.

4.2 The Client must, before delivery, provide:

- safe and unobstructed vehicle access, manoeuvring and unloading space;
- a level, stable floor of suitable load-bearing capacity;
- a dedicated and compliant 13-amp electrical supply;
- stable Wi-Fi suitable for monitoring, updates and remote support;
- any ventilation, extraction, compressed air or other site services identified by the Provider; and
- all permissions, risk assessments and workplace arrangements needed for installation and operation.

4.3 The Client is responsible for additional costs caused by restricted access, aborted delivery, waiting time, cranes, forklifts, tail-lifts, specialist handling or a site that is not ready.

4.4 The Provider may refuse to install or commission the Equipment if the site is unsafe or unsuitable. Rental will still start if the delay is caused by the Client.

5. Training and Authorised Operators

5.1 Initial training for the Client's nominated staff is included. The Client must provide at least four suitable test wheels and ensure trainees are available at the agreed time.

5.2 Only personnel trained or approved by the Provider may operate the Equipment.

5.3 The Client is responsible for ensuring operator competence, supervision, refresher training, safe systems of work and compliance with all applicable workplace and health-and-safety requirements.

5.4 Additional or repeat training requested because of staff changes, missed sessions or misuse may be charged at the Provider's current rates.

6. Ownership and Restrictions

6.1 The Equipment remains the sole property of the Provider at all times. No title or ownership interest passes to the Client.

6.2 The Client must not sell, assign, charge, pledge, sub-rent, lend, part with possession of, relocate or dispose of the Equipment without the Provider's prior written consent.

6.3 The Equipment must remain at the Installation Address. The Client must not remove or interfere with serial numbers, ownership labels, tracking devices, software, telemetry, remote-access hardware or safety systems.

6.4 The Client must keep the Equipment free from liens, distraint and claims by third parties and must immediately notify any landlord, insolvency practitioner, enforcement officer or third party that the Equipment belongs to the Provider.

7. Client Responsibilities

7.1 The Client must:

- use the Equipment only for its intended commercial purpose and in accordance with training, manuals and Provider instructions;
- keep it clean, secure and in good working condition, allowing for fair wear and tear;
- complete daily checks and routine operator maintenance;
- use suitable approved tooling and consumables;
- maintain reliable Wi-Fi and power;
- notify the Provider promptly of faults, damage, theft, loss or unsafe operation;
- stop using the Equipment if continued operation may be unsafe or worsen damage;
- allow reasonable access for inspection, maintenance, repair, audit or recovery; and
- comply with applicable laws, including equipment-use, workplace-safety and environmental requirements.

7.2 The Client is responsible for wheels, tyres, customer vehicles, work in progress and other property handled by its staff. The Provider is not responsible for damage caused by operator error, incorrect setup, unsuitable wheels, misuse or failure to follow instructions.

8. Maintenance, Service and Repairs

8.1 One scheduled annual preventative service is included during each completed 12-month rental period.

8.2 The Provider will maintain and repair faults arising from normal use, subject to this Agreement.

8.3 The Client must not carry out repairs or modifications, or permit a third party to do so, without written approval.

8.4 The Provider may charge the Client for call-outs, labour, travel, accommodation, parts and repairs caused by misuse, negligence, accident, contamination, power issues, unauthorised modification, unapproved consumables, failure to maintain, attempted repair, vandalism or other Client-related cause (Excluded Cause).

8.5 Replaced parts become the Provider's property unless the Provider agrees otherwise.

9. Support Service Levels

- 9.1 Standard technical support is available Monday to Friday, 09:00-17:00 UK time, excluding public holidays. Automated bot support may be available outside these hours but is not guaranteed.
- 9.2 The Provider aims to acknowledge remote support requests within four business hours. An acknowledgement or initial diagnosis is not a guarantee that the fault will be resolved within that period.
- 9.3 Where on-site attendance is reasonably required, the Provider aims to attend within three business days, subject to engineer and parts availability, location, access and circumstances beyond the Provider's reasonable control.
- 9.4 Service levels do not apply to Excluded Causes, failures of internet, power or site services, unapproved relocation, force majeure, or periods when the Client has not provided access or information.
- 9.5 No service credit applies unless the Equipment is wholly unusable solely because of a covered equipment fault for more than five consecutive business days after proper notification. Any agreed credit is limited to the pro-rata Rental Charge for the qualifying downtime and is the Client's sole financial remedy for downtime.

10. Insurance, Risk and Loss

- 10.1 Risk in the Equipment passes to the Client on delivery and remains with the Client until the Provider or its authorised carrier has physically collected and accepted it.
- 10.2 The Client must insure the Equipment throughout that period for its full replacement value stated in Schedule 1 against theft, fire, flood, accidental damage, malicious damage and other usual commercial risks.
- 10.3 The policy must note SJB Rentals Limited as owner and loss payee. Evidence of cover must be supplied before delivery and whenever requested.
- 10.4 The Client is responsible for all insurance excesses and uninsured losses. Insurance proceeds relating to the Equipment must be paid to the Provider.
- 10.5 Theft, destruction or damage does not automatically end the Agreement or suspend Rental Charges. The Provider will apply any insurance recovery reasonably received to repair or replace the Equipment or to the Client's liability, as appropriate.

11. Remote Monitoring, Software and Data

- 11.1 The Client consents to remote connectivity, diagnostics, software updates, usage monitoring, security checks and, where permitted by this Agreement, remote disablement.
- 11.2 The Client must not bypass, obstruct or interfere with remote-access or telemetry functions.
- 11.3 Any software supplied with the Equipment is licensed, not sold, for use only with the Equipment during the rental term. The Client must not copy, reverse engineer, alter or transfer it except as permitted by law.
- 11.4 The Provider may process machine, support and account data for contract administration, support, security, product improvement and legal compliance. Each party will comply with applicable data-protection law.

12. Default, Suspension and Termination

- 12.1 The Provider may suspend performance, disable the Equipment or terminate this Agreement immediately by written notice if the Client:
- fails to pay any sum within 30 days of its due date;
 - commits a material breach and, where the breach can be remedied, does not remedy it within seven days after notice;
 - fails to maintain insurance;
 - misuses, conceals, relocates, sub-rents or threatens the Equipment;
 - interferes with tracking, telemetry or safety systems;
 - provides materially false information; or
 - becomes insolvent, enters administration or liquidation, ceases trading, or is subject to enforcement action affecting the Equipment.

12.2 Termination does not affect accrued rights. All unpaid invoices, recovery costs, repair costs and other sums due become immediately payable.

12.3 The Provider may terminate on 90 days' written notice after the Minimum Term.

13. Recovery and Return of Equipment

13.1 On expiry or termination, the Client must immediately stop using the Equipment and make it available for collection at the Installation Address.

13.2 Collection at the end of the rental is at the Client's cost unless otherwise stated in a signed order form.

13.3 The Client must provide safe access and reasonable cooperation to the Provider and its authorised contractors for inspection, disconnection and collection.

13.4 Where legally permitted, the Client authorises the Provider to enter the Client's business premises at reasonable times to inspect or recover the Equipment. The Provider will not use force or enter residential premises without lawful authority.

13.5 The Client must return all components, manuals, accessories and security devices in good working order, fair wear and tear excepted. The Client must pay reasonable costs for missing items, cleaning, decontamination, damage and restoration.

13.6 Rental Charges continue until the Equipment is available and safely collected, where delay is caused by the Client.

14. Liability

14.1 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot lawfully be excluded.

14.2 Subject to clause 14.1, the Provider is not liable for loss of profit, revenue, business, contracts, goodwill, anticipated savings, production, opportunity, or any indirect or consequential loss.

14.3 Subject to clause 14.1, the Provider's total aggregate liability arising from or in connection with this Agreement is limited to the total Rental Charges paid or payable by the Client in the 12 months immediately preceding the event giving rise to the claim.

14.4 The Client must take reasonable steps to mitigate loss and must notify claims promptly with reasonable supporting evidence.

15. Indemnity

15.1 The Client will indemnify the Provider against reasonable losses, liabilities, claims, damage and costs arising from the Client's misuse, unlawful use, unauthorised modification, breach of safety obligations, damage to third-party property, or infringement of third-party rights, except to the extent caused by the Provider's negligence or breach.

16. Force Majeure

16.1 Neither party is liable for delay or failure caused by events beyond its reasonable control, including severe weather, fire, flood, epidemic, industrial dispute, transport disruption, cyber incident, utility failure, supply-chain interruption or government action.

16.2 The affected party must notify the other and use reasonable efforts to reduce the effect. Payment obligations for Rental Charges already due are not excused.

17. Notices

17.1 Notices must be in writing and delivered by hand, prepaid first-class post, recognised courier or email to the addresses stated in the order form or later notified in writing.

17.2 A notice is deemed received: by hand, when delivered; by post, two business days after posting; by courier, on signed delivery; and by email, at 09:00 on the next business day after transmission, provided no delivery failure message is received.



18. General

18.1 The Client may not assign, transfer or subcontract this Agreement without the Provider's written consent. The Provider may assign the Agreement, receivables or ownership of the Equipment to a funder or group company on written notice.

18.2 No variation is effective unless in writing and signed by authorised representatives of both parties.

18.3 Failure or delay in exercising a right is not a waiver. If any provision is invalid or unenforceable, the remaining provisions continue in force.

18.4 This Agreement constitutes the entire agreement and supersedes prior discussions and representations, except for fraud or fraudulent misrepresentation.

18.5 A person who is not a party has no right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

19. Governing Law and Jurisdiction

19.1 This Agreement and any non-contractual obligations arising from it are governed by the law of England and Wales.

19.2 The courts of England and Wales have exclusive jurisdiction, although the Provider may seek protective or recovery remedies in any jurisdiction where the Equipment is located.

Schedule 1 - Equipment and Commercial Details

Item	Details
Equipment	DCR Pro - Wheel Repair Lathe
Serial number	
Accessories included	
Replacement value for insurance	£30,000 plus VAT
Installation address	
Minimum Term	24 months
Monthly Rental Charge	£995 plus VAT
Payment date of each month
First payment	Due before delivery
Collection charge	At Client cost, quoted at time of collection
Approved operators	Names / roles

Schedule 2 - Included Services and Exclusions

Included

- Standard UK mainland delivery, subject to suitable access.
- Installation and commissioning at the Installation Address.
- Initial operator training.
- Standard remote technical support.
- One scheduled annual preventative service per completed 12-month rental period.
- Repairs for covered faults arising from normal use.

Not included

- Consumables, paint, cutting tools, routine wear items and waste disposal.
- Site preparation, utilities, extraction, compressed air or building works.
- Non-standard delivery, crane, forklift, waiting or aborted-delivery costs.
- Additional or repeat training.
- Repairs, call-outs and parts arising from an Excluded Cause.
- Relocation or end-of-term collection.
- Loss of production, profit, customer claims or wheel/vehicle damage caused by Client operation.



Schedule 3 - Delivery and Condition Report

Delivery date	
Commissioning completed	Yes / No
Condition on delivery	
Visible marks/damage	Yes / No
Accessories supplied	Yes / No
Wi-Fi connection tested	Yes / No
Training completed	Yes / No
Photographs attached	Yes / No

Schedule 4 - Signatures

By signing below, each party confirms that it is authorised to enter into this Agreement and agrees to be bound by its terms.

For the Provider	For the Client
Signed:	Signed:
Name: Jane Barrett	Name:
Position: Director	Position:
Date:	Date:
Email for notices: accounts@sjbrentals.co.uk	Email for notices:
Telephone:	Telephone: