

Rental Agreement

1. DEFINITIONS AND GENERAL PRINCIPLES

"You" are the customer who signed the rental agreement and who is entitled to use the iPad & accessories. "Curlys Technologies LLP" is the owner of the iPad & accessories and will henceforth be referred to as "the Company". "Tab(s)" is the iPad(s) renting to you for the agreed duration of the rental agreement and will include all parts and accessories fitted to it at the commencement of the rental. "No return or damage" is the no return or damage occurring to the Tab (including accessories, screen, ports, battery, SIM card, charger, cover).

2. PREREQUISITES: WHAT DO YOU NEED IN ORDER TO RENT AN IPAD?

In order to rent an iPad, you certify that all the information required in this agreement is correct. You also agree to pay the stipulated deposit and agree to return the Tab(s) to us on the stipulated return date, time and location in the same condition. We reserve the right to not rent any persons or companies we deem unfit.

3. CONDITION, USAGE, BREAKDOWN ASSISTANCE & DAMAGES

3.1 Condition of the iPad

A description of the condition of the Tab(s) will be given to you at the same time as the rental agreement. Before leaving the rental location, you are required to check the condition of the Tab(s). Where an apparent defect is found which is not already listed in the document, you must immediately inform an employee of the Company at the place of receipt of equipment in order to proceed with a joint-examination of the Tab(s). In such a case, amendments must be made to the document and duly countersigned by both parties. If the amended document is not countersigned by both parties, the condition of the Tab(s) will be as set out in the document given to you with the rental agreement and it will be considered that you received the Tab(s) in proper working condition. You will return the Tab(s) in the same condition as it was provided at the start of the rental. You are responsible for any repair or refurbishment costs and these will be added to the cost of the rental.

3.2 Use of the Tab(s)

3.2.1 Usage of the Tab(s)

The Tab(s) will only be used by the hirer and/or the company in Pune and/or people known to the hirer.

3.2.2 Tab(s) are only allowed to be used in Pune

The Tab(s) may only be used in Pune. It is thus forbidden to use in another city/state. If the iPad(s) are used outside Pune, you will be liable for any roaming costs incurred.

3.2.3 No modifications to Operating System and settings

You are not allowed to modify the Operating System and the settings of the Tab(s). Tab(s) are provided to you with pre-loaded software. You must return the Tab(s) with the same software. Any other software or cost is not included.

3.2.4 Taking good care of the Tab(s) Rented

You must take care of the Tab(s), keep it in good and condition, and refund the Company for any extra costs it incurs. In particular, you must not use the Tab(s) under any of the following conditions or for any of the following purposes:

- Place the Tab(s) close to inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- Carry anything which, because of its smell or condition, harms the Tab(s) or causes the Company to lose time or money before it can rent the Tab(s) again,
- Connect any accessory (subject to prior authorization by the Company), unless supplied by the Company,
- Re-rental to or use by other persons
- Conduct illegal activities or cause damage to equipment, personnel, loss of software or violate the SAFETY of any software or brand.
- Remove the SIM card provided inside the Tab(s)
- Open up the Tab(s) interiors or remove any labels that are on the Tab(s).

3.2.5 Legal use of Tab(s)

You agree not to use the Tab(s) for any illegal activity under the law of India. You will be liable for any offence committed during the rental period which relates in any way to your use of the Tab(s), as if you were the owner of the Tab(s). Upon the request of the Police or any official body, the Company may have to transfer your personal data. Such transfer will be done in accordance with the data protection Laws of India.

3.3 Problems encountered with Tab(s)

3.3.1 Contact us immediately in the event of equipment problem.

When the rental starts, the Tab(s) will be fit for normal use. If it is not, or if it unfit for normal use during the rental because of any problem or accident, you must inform the Company by telephone the contact number on the rental agreement. The company will assist you on your problem. The Company will have the choice between replacing the Tab or cancel the rental.

3.3.2 Do not attempt to repair the Tab(s) by yourself

The only party authorised to repair or maintain the Tab(s) is the Company. Please do not attempt to repair the Tab(s) by yourself or any third party. Any money incurred during the rental period will not be reimbursed to you. You must inform the Company of all accidents, damage, problem or malfunction of the Tab(s), even those which may already have been repaired, when you return the Tab(s). You will remain liable for any damages to the Company.

3.3.3 In the event of confiscation, theft or accident/damage

In the event of measures by third parties, including attachment, confiscation or impounding of the Tab(s), you must immediately inform the Company in writing. The Company will then be entitled to take all measures which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss...) to the Tab(s) unless it is demonstrated that the Company is directly responsible for such confiscation or impounding of the Tab(s). Furthermore, the rental agreement may be automatically terminated as soon as the Company is informed of such action by the legal authorities or by you. Any use of the Tab(s) which may be detrimental to the Company will entitle the Company to automatically terminate the rental agreement with immediate effect. You will then return the Tab(s) immediately as soon as the Company so requests. In the event of theft of the Tab(s), the rental agreement will be terminated as soon as the Company has received a copy of the theft declaration made by you to the police authorities

In the event of an accident, the rental agreement will be terminated as soon as the Company has received a copy of the accident report completed by you and, where applicable, the third party. If the Company provides a new Tab(s), the rental agreement will be amended accordingly. In this case, you must pay the full amount of Tab(s). Furthermore the Company will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are with the Tab(s) including, in particular, software and/or goods.

In both the events of theft of the Tab(s) or damages caused to it/them, you must fully indemnify the Company (the indemnification will include the amounts corresponding to the repair costs, resale value of the Tab(s), loss of use, administration charges...). The amount will not exceed the market value (at the country of rental) of the rented Tab(s) at the time of the event. You will not be exempt from liability towards the Company in the case of breach of contract. Therefore, you will be responsible for any financial loss the Company suffers as a result of such breach and for any relevant claims made by other people. You agree to pay any amounts the Company spends in enforcing these terms. If the loss suffered by the Company is subsequently reduced (recovery of the Tab(s) within 60 days, partial or total liability on the part of the Third party), you will receive the corresponding reimbursement.

4. RENTAL PERIOD

4.1 Principle and Calculation

You undertake to return the Tab(s) to the Company at the agreed place, on the date and at the time indicated on the rental agreement. The maximum duration of a rental is 7 days

continuous (to increase this you must have explicit approval from the Company). The rental duration and amount will be agreed upon delivery of the Tab(s) and the signing of the rental agreement. In case of you return the Tab(s) to any other rental location than the agreed location you need have explicit approval from the Company.

4.2 Extension of the Original Duration of the Rental

Should you wish to keep the Tab(s) for a period longer than that originally set out in the rental agreement, you are must first contact the Company by in order to extend the duration of the rental agreement (may require you to come in person to meet a representative of the Company).

4.3 Delivery and Collection Terms

Where you ask the Company and the Company agrees in writing to deliver the Tab(s) or to collect the Tab(s), you may have to pay additional charges and follow additional instructions. You must check at the time of reservation. When you return the Tab(s), or if the Company has agreed you will do so, when you leave the Tab(s) for collection by the Company, you must complete the details of the date and time of return, the and any other information shown on the rental document. You must also do anything else, which the Company requests as a condition of agreeing to collect the Tab(s). You must return the Tab(s) immediately if the Company asks you to do so. In the event that the Tab(s) is not delivered to the Company upon request you hereby authorise the Company to enter your premises and to do any and all other things necessary to repossess the Tab(s). You will be liable for any costs associated with such repossession. The Company may repossess any Tab without notice or liability where the Company deems that such repossession is necessary for its own protection.

4.4 End of Rental

The end of the rental is defined by the return of the Tab(s) at the agreed location, time and date. This must be done to a uniformed employee or identified with an identity card of the Company and under no circumstances should you give the Tab(s) to any person present at the agreed location or hotel and who you assume or who purports to be an employee of the Company. If the Tab(s) is returned without its accessories, you will be invoiced for the cost of the replacement these. Under no circumstances will the Company accept any liability for articles that may have been left with the Tab(s) at the end of the rental.

5. TERMS OF PAYMENT

5.1 Deposit

The Company collects a deposit as insurance against the non-return of the Tab(s), damages, theft or any other extra charges you may incur during the rental of the Tab(s). The deposit amount will be quoted to you before the rental of the Tab(s). Before rental is possible, the Company must receive your deposit in full amount. If you wish to pay by cheque, your cheque would have to reach us three (3) working days before the actual rental. The cheque would have to be fully cleared before we will release the rental to you. We will not be responsible for any late start to the rental if we do not receive your deposit on time and you will still be liable to pay for the full rental charges.

5.2 In the event of non-payment of deposit or rental charges

In the event of non-payment by the due date shown on the invoice, you will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any. Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise the Company to require immediate return of any Tab(s) still on rent and to terminate the agreements relating to such rentals. The tariffs applicable to the rental, to the additional services are those which are in force on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (Tab type rental, duration, return place...). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

6. DISCLAIMER

The Company have not insured to cover the Tab(s) or against Bodily Injury and/or Property Damage that you might inflict on a third party as a result of an accident involving the Tab(s). You are responsible for 100% of the costs they may incur for these reasons.

Neither the company nor its officers, directors, employees will be liable to the contracting party for any amounts nor for any actions, law suits or claims related to any direct, indirect, consequential, punitive damages such as loss of business, loss of profit arising out of or in connection with the rental or the use of the Tab(s) where the action is based on contract or in tort. You will indemnify and hold the company harmless from all claims, liabilities, damages, losses or expenses arising out of the rental and/or the use of the Tab(s).

7. CONSENT

We collect, use and share the Hirer's information with the Hirer's consent or as permitted or required by law. The Hirer's consent may be expressed or implied, depending on circumstances and the sensitivity of personal/company information in question. If the Hirer choose to provide the Hirer's personal/company information, we will consider the Hirer give us the consent to collect, use and share the Hirer's personal/company information.

Please note that in the course of the performance of the booking as well as the rental process, the Company collects some data. It is mandatory to provide all the information requested; in



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the absence of such information, the Company will not be able to correctly ensure the booking and/or the rental.

8. CHOICE OF LAW AND JURISDICTION

8.1 These Terms shall be governed by, and construed in accordance with, Indian law.

8.2 The parties irrevocably agree that the courts of PUNE shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms.

By signing below, you acknowledge that you have read and agree to the terms and conditions above.

Customer Signature

Employee Signature

Customer Name

Employee Name

Date, Time & Location of
iPad/Tab Pickup

Date & Time

iPad/Tab ID

Date, Time & Location of
iPad/Tab Return

Yes/No

Photocopy of Passport/ID card
taken

Customer Passport/ID number

Customer Email



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