

from this address without the express permission of Dr Claire J Bowen or Simon Rowe of Unique Perceptions.

Renter's Banking Details for Deposit Return:

Name of Account: _____ Sort Code: _____

Account Number: _____ Bank: _____

3 x Evidence of Residence seen: _____ and; _____ and; _____

Evidence of Residency (2 items of evidence required):

Driving Licence, Utility bill with current address, Council Tax Bill, Bank Statement, Credit Card Statement, Mobile Telephone Statement/Contract

Evidence of Identity: (1 item of evidence required):

Drivers Licence, Passport, Birth Certificate, National Insurance Document, State Pension Book or Correspondence, Private Pension annual Statement. Identity Card for either the Armed Forces, Police, Ambulance, Fire Brigade, or Access to Public Services.

*Drivers Licence cannot be used to cover both Evidence of Residency and Evidence of Identity

1.0 Equipment:

1.1 This agreement covers the rental of the following items by the **Renter** and supplied by the **Owner** for the stipulated rental period:

- 1 x Airnergy Professional Plus base unit serial number **SN 2xxxxxxxxxxxxxxxxx**
- 1 x Airnergy Water Bottle
- 1 x Airnergy Element
- 1 x Airnergy Air Filter, plus 1 spare Airnergy Air Filter
- 1 x Power lead
- 1 x Airnergy Professional Plus Operations Manual

*** It is the responsibility of the Renter to supply good quality FILTERED WATER or bottled SPRING WATER or DISTILLED WATER (Please do not use unfiltered tap water, as this may damage the Airnergy Machine, and impact your experience).**

*** Please do not stand any hot or jagged objects such as hot drinks or sharp metals / glass, on top of the Airnergy machine outer casing.**

*** Please, under no circumstances must the Renter, or any third party known or unknown by the renter, attempt to fix the Airnergy Device, explicitly meaning an external attachment of the device or to remove the casing of the device. Please contact Dr Claire Bowen or Simon Rowe in the event of a machine malfunction on 01743 718 324 or 07967 830538. Thank you for your kind consideration.**

1.2 The Renter hereby acknowledges, at the signing of this contract, that the Airnergy Machine, Serial Number **SN xxxxxxxxxxxxxxxxxxxx** and all other attachments to the Airnergy Machine, rented under this contract, are in good working order and hereby acknowledges receipt of the items referred to above.

1.3 In the event of the monthly rental amount agreed not being paid within 7 days of the due date, the Owner reserves the right to charge a Rental overdue interest charge of 5% on the monthly rental amount, plus a £10.00 administration charge. Thereafter, a 5% charge per month, plus a monthly £10.00 administration charge, on the outstanding amount will be levied until the rental amount is fully received (including any overdue interest and administration charges).

1.4 Where there are outstanding rental charges at the end of the rental agreement, these and any overdue interest charges will be deducted from the deposit paid by the Renter. Should the outstanding rental charges and fees exceed the deposit, the balance outstanding will be invoiced to the Renter. The Renter hereby agrees to settle any outstanding balance within 7 days of the date of the invoice.

1.5 Where the Airnergy Machine and / or attachments supplied are faulty for any reason and break down during the rental period for a reason deemed to be outside of the Renter's control and responsibility, then the Owner will make expedient repair of the faulty equipment, and add the time period that the machine was unavailable (date of Notification to date of Repairation) for use by the Renter either to the end of the contract, or agrees to reimburse the Renter the equivalent monetary value of the period of time the Airnergy Machine was unavailable, based on the monthly agreed rental amount stipulated above.

2.0 Cancellation notice:

2.1 Where a Rental Contract has been signed and agreed, and the Renter, prior to the commencement date of the rental contract, decides they no longer wish to proceed with the contract, 7 days' notice (excluding the date of the commencement of the contract), will be sufficient to cancel the contract without charge and return of the deposit.

2.2 Where a Rental Contract has been signed and agreed, and the Renter, prior to the commencement date of the rental contract, decides they no longer wish to proceed with the contract, and 6 days notice of cancellations or less notice is given, the cancellation will be subject to a charge of 1 week's rent for each month of the rental agreement. The charge for a 1 month contract thereby being £43.00 or for a 3 month contract being £40.00.

3.0 In the event of Damage to the Airnergy Machine or attachments:

3.1 The Renter hereby agrees and contracts to recompense the Owner for any damage to the Airnergy Machine or the attachments that is caused either by the Renter, or any other third party person or animal, whilst the Airnergy Machine and the attachments are in the possession of the Renter, by reimbursing the Owner, initially from the £250.00 deposit, and thereafter, where the repair cost exceeds £250.00, by one of the payment methods listed above, on receipt of an invoice from **Unique Perceptions**.

3.2 The Renter agrees to contact the Owner as soon as practicably possible following any damage suffered by the Airnergy machine caused by the Renter, or any other third party person or animal, whilst the Airnergy Machine and the attachments are in the possession of the Renter.

4.0 In the Event of Machine Break Down:

4.1 Where the Airnergy machine breaks down due to no fault of the Renter, the Renter agrees to contact the Owner as soon as practicably possible to report the machine failure, and arrange collection of the Airnergy Machine and attachments.

4.2 Where the Rental Contract remains incomplete due to the breakdown of the Airnergy Machine, the Owner will either;

4.2.1 Reimburse the Renter the equivalent amount paid by the Renter in advance to the Owner under the contract, for the period from the date of notification that the Airnergy Machine was no longer functional to the end of the period the Renter has paid in advance.

4.2.2 or arrange, where possible, to replace the Airnergy Machine and / or any attachments, as soon as practicable, and extend the end of the contract by the amount of time the machine was out of action, i.e. between the date of notification and the date of delivery of the new Airnergy Machine and attachments.

5.0 Responsibilities:

5.1 Once the Airnergy Machine is handed over to the Renter, the Airnergy Machine and attachments becomes the sole responsibility of the named Renter, and remains the property of the Owner. If the machine needs moving around the house, it is the responsibility of the named Renter to move the machine safely.

5.2 It is the responsibility of the Renter to change any normal replaceable parts on the Airnergy Machine, such as the water in the water bottle, the Cannula or the air filter, and it is the responsibility of the Renter to plug and unplug the machine as appropriate. The Renter is required to unplug the Airnergy machine when not in use. All liability for damage caused to the machine whilst in the possession of the Renter, will be the responsibility of the Renter, no matter which third party person or animal caused the damage.

5.3 Once the Airnergy Machine is handed over to the Renter, the Airnergy Machine must not leave the Renter's home address, without the express permission of the Owner. Requests to take the Airnergy Machine off the UK mainland will not be considered.

6.0 Fair Usage:

6.1 The starting hours of the Airnergy Machine **SN xxxxxxxxxxxxxxxx** in respect of contract number **xxxxxxxxxxxx** is **xxx.00 hours**. The Renter agrees not to use the Airnergy Machine for more than 50 hours per month. We calculate the number of hours used during the rental period by taking a reading of the hours on the Airnergy machine prior to the rental period commencing, and deducting this from the reading upon the return of the machine. If the usage exceeds the Fair Usage maximum of 50 hours we will charge a fee for each hour the machine is used over the 50 hours per month fair usage rate. For the machine you have rented the hourly fee, which will be charged over and above the 50 hours per month Fair Usage rate is: **£x per full hour**. If, after we have calculated the amount of hours you have used the Airnergy machine for, is in excess of the 50 hours Fair Usage and a surcharge is due, we will let you know in writing, will issue a final invoice and deduct the surcharge from the £250.00 deposit we hold.

7.0 Sub Contracting:

7.1 The Renter **explicitly** agrees not to sub-contract the Airnergy Machine, or any attachments to any other third party either for free or for monetary gain, without the express permission of Unique Perceptions Airnergy.

7.2 Where the Renter wishes to let a third party have access to and use the Airnergy Machine, it is the responsibility of the Renter to inform the Owner of the name of the third party and their contact details. The Owner will contact the proposed third party person and undertake a telephone assessment as to the suitability of the third party to use the machine. The assessment will be charged at £30.00 and will be paid to the Owner either by the third party prior to the assessment taking place, or, by agreement with the Renter, will be deducted from the Renters deposit at the end of the contract. This must be agreed in writing, by email will be sufficient to simon@uniqueperceptions.co.uk, prior to the assessment taking place and the third party using the Airnergy machine. The owner, after the assessment, reserves the right to refuse the third party permission to use the Airnergy Machine. In the event that permission is not given, the £30.00 Assessment fee will still be deducted from the Renters Deposit at the end of the contract.

7.3 An assessment must be carried out on **each** third party the Renter proposes to use the Airnergy Machine rented under this contract, and a separate assessment fee of £30.00 is due for each assessment carried out, payment of which is stipulated in contract condition 7.2 above.

7.4 Where permission is granted to any third party to access and use the Airnergy Machine rented by the Renter under this agreement, the named Renter in this contract remains wholly responsible for the Airnergy Machine and attachments and none of the terms and conditions accepted by the Renter in this contract, in so far as the Owner is concerned, will be transferred by the Renter to the third party.

8.1 Ownership:

8.1 The Airnergy Machine (and all parts therein), The Glass Water Bottle, the Glass Element, the Power adapter, the Air Filter, any DVDs/CDs and manuals, and the Airnergy Machine carrying equipment remains **explicitly the legal and sole property** of the Owner, no matter where The Airnergy Machine and / or attachments may be relocated by the Renter or an agent of the Renter, with our without the express permission of the Owner.

8.2 The Cannulae purchased, and used by the Renter remain the property of the Renter.

9.0 Airnergy Machine Maintenance and Care:

9.1 The Airnergy Machine must be kept in smoke-free premises.

9.2 The Renter must not, on any account, remove the casing of the Airnergy Machine, in order to inspect the inner workings of the Airnergy Machine.

9.3 If the seals on the underside of the Airnergy Machine are broken, the Airnergy Machine, though not the attachments will become the property of the Renter, and the Renter will pay the Owner the cost of a NEW replacement Airnergy Machine (currently, at the time of signing this contract, £4550 for a Professional Plus machine and £4350 for a Vital Air 5+ machine).

9.4 In the event that the house in which the Airnergy machine is burgled or burns down, or experiences an electrical surge that damages the Airnergy machine, and the Renter does not carry sufficient household insurance to cover the replacement value of the Airnergy Machine and attachments covered by this Rental Contract, the Renter agrees to compensate the Owner for the replacement cost of an equivalent aged Airnergy Machine and attachments, upon presentation of an itemised invoice from Unique Perceptions Airnergy.

10.0 End of the contract:

10.1 The rental contract ends at midnight on the date of the contract end date listed above.

10.2 At the end of the Rental Period the Owner will arrange collection of the Airnergy Machine Equipment and attachment. If the Renter lives more than 2 hours drive from the postcode SY5 8DE, then the Owner reserves the right to arrange courier pick up of the Airnergy Machine Equipment and attachments, and deduct the cost of the courier services from the deposit paid by the Renter.

10.3 Five days prior to the end of the Rental Contract period the Owner will contact the Renter to make arrangements for the collection of the Airnergy Machine and attachments the day after the contract expires. The Owner will return the Renter's deposit upon inspection of the Airnergy Machine and attachments, and deduction of all outstanding fees and charges, within 7 days of the contract ending. The deposit will be returned to the Renter via Bank Credit Transfer, for which the Renter must supply the Owner with a bank account number, a sort code, and the name of the bank account. The Owner will transfer the deposit due under the reference 'Airnergy Deposit'. Alternatively, a cheque may be issued to the Renter, at the Renter's request, for the deposit due and posted to the address of the Renter contained in this contract.

10.4 When the Airnergy Machine and the attachments are handed back to the Owner, the Renter will be handed a 'Contract Completion Notice'.

10.5 The Renter, or an appointed representative, must be available at the address, where the Airnergy Machine and attachments are to be used, on the day after the end of the contract to allow the Owner or a representative of the Owner access to the Airnergy Machine and attachments to retrieve the equipment.

10.6 In the event that neither the Renter or an appointed representative of the Renter, is available on the day after the end of the contract, a £25.00 daily overcharge payment will be levied against the Renter until access is given for the retrieval of the Airnergy Machine and attachments, and such a daily charge which will be deducted from the Renter's deposit.

10.7 In the event of the exhaustion of the deposit for making payment of the overcharge, the Owner will issue an invoice on a weekly basis for the appropriate charge for usage of the Airnergy Machine until it is returned to the owner at the new overcharge rate of £25.00 per day, in conjunction with a County Court summons for the return of the Airnergy Machine and attachments.

11.0 Rolling Contract:

11.1 In the event that the Renter wishes to extend the term of the contract the Renter must send a letter or email (a telephone call alone is insufficient to continue the contract) to the Owner; contact details below, requesting the desired Rental Contract extension, seven days prior to the last day of the rental period, and to have paid in advance the next rental instalment to continue the contract. Only monthly periods of extensions will be granted.

11.2 In the event of a request for a rolling contract, the Renter may only roll a 1 month contract for a further 1 month period three times, before handing back the Airnergy Machine and attachments. In the event that the original contract is a Rental Contract for 2 months, the Renter may only roll the contract on a monthly basis for a maximum of 3 further months before handing back the Airnergy Machine and attachments.

12.0 Refusal to hand back the Airnergy Machine and Attachments:

12.1 In the event that the Renter refuses to hand back the Airnergy Machine and attachments at the end of the Rental Contract, the matter will be referred to the relevant police constabulary for the area in which the Renter lives.

13.0 Ending the Contract Earlier than the stipulated end of contract date:

13.1 This contract is entered into for a fixed term, as stated on the front of the contract, and is freely entered into by the Renter in the full knowledge that upon signing the contract they become liable to fulfil the terms of the contract in full, including full payment of rental payments, not matter whether the Airnergy Rental Machine, which is subject to this contract, is returned to Unique Perceptions AO₂ prior to the stipulated end of contract date.

13.2 Upon terminating any contract early, there is a £50.00 cancellation fee, which will be deducted from the deposit, where sufficient deposit is still held, or will be paid by the Renter prior to the collection of the machine. If the Renter refuses to pay the cancellation fee, the machine will remain with the Renter for the rest of the full term of the Rental Agreement.

13.3 Where the agreement is for 3 months, a minimum of 2 months full rental fees must be settled at the monthly rate of a 1 month contract, in addition to the cancellation fee. (Current **monthly** rental rates – 1 Month contract £185.00).

13.4 Where the agreement is for 6 months, a minimum of 4 months full rental fees must be settled at the monthly rate of a 3 month contract, in addition to the cancellation fee. (Current **monthly** rental rates – 3 months contract £175.00).

14.0 Return of deposit

14.1 The full deposit will be returned to the Renter provided there are no issues with the rental equipment from either a mechanical, operational or cleanliness perspective.

14.2 **Cleanliness:** It is expected that the glass bottle and the sparkler glass element will be returned in a clean state. This is achieved by keeping the glass bottle and sparkling glass element out of the sunlight throughout the rental. It is also expected that the water in the glass bottle will be changed every 3 days. If the renter is going on holiday during the rental period, it is expected that the water in the glass bottle will be emptied prior to the renter going on holiday.

14.3 In the following circumstances it is expected that renter will replace, at a cost of £50.00, the sparkling glass element if any dirt or object becomes lodged or stuck in the rubber tubing of the sparkler glass element, if any mould is allowed to grow in the sparkler glass element diffuser at the end of the glass rod, which will have resulted in the renter not changing the water in the glass bottle often enough, or keeping the equipment in direct sun-light allowing the water to stagnate, or of the renter breaks the stem or glass joints of the sparkling glass element, by whatever reason.

14.4 It is expected that the renter will ensure an air-filter is fixed to the equipment at all times to filter the air sucked into the machine by the internal air pump.

15.0 Important Notice

15.1 This Rental Agreement is not intended to represent a 'trial before you buy' scenario, whereby the renter becomes entitled to discounts on the purchase of a **second hand** Airnergy Machine, resulting from having made rental payments under this rental contract. This may be possible on the purchase of a **new machine**, only, up to and including a maximum of three months' rent deduction. The offer of a deduction of rental payments from a new machine is valid for up to and including one month from the end of the rental agreement.

Contact Details for Unique Perceptions AO2:

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