# LOAN ITEM AGREEMENT

This **Kerv Linked Loan Item Agreement** is comprised ofthis Agreement, the Mobile Services Schedule and the Master Services Order form, which shall collectively form (this **“Agreement”).** These documents and other Documentation can be found [HERE](https://kerv.com/policies/kerv-collaboration-and-compliance-msa/). Kerv reserve the right (as reasonably required) to update these terms and conditions from time to time (such amendments to fully supersede any previous provisions agreed). In the event of any substantive or material changes (as determined by Kerv) these shall be notified to the Customer via updates to the Kerv Communications Compliance Practice webpage (found [HERE](https://kerv.com/policies/kerv-collaboration-and-compliance-msa/)). The Customer hereby acknowledges and accepts it is responsible for reviewing and ensuring compliance with any changes made. For the avoidance of doubt all definitions and clauses herein shall apply to the Agreement.

## Loan Items

* 1. The items set out in the below table shall be defined together and singularly as the “**Loan Item(s)**”:

|  |  |  |  |
| --- | --- | --- | --- |
| TABLE 1: LOAN ITEMS | | | |
| Quantity | Make & Model | Serial Number | Value (£) excluding VAT |
|  |  |  | £ |
|  |  |  | £ |
|  |  |  | £ |
| Total Value: £ | | | |

* 1. By taking possession of the Loan Item(s) and signing this Agreement, the Customer agrees to the terms and conditions listed below.

1. Receipt of Loan Item(s)
   1. The Customer acknowledges receipt of the Loan Item(s) listed in Table 1 above and agrees to return it/them to Kerv:
      1. in the event of an evaluation within thirty (30) days from the date of execution of this Agreement; or
      2. upon Kerv’s written request to do so

each, a "**Return Date**".

* 1. From the date on which the Customer receive the Loan Item(s) through to the Return Date, title to the Loan Item(s) shall at all times remain vested in Kerv or in Kerv’s supplier as appropriate.
  2. The Loan Items will be returned undamaged, including all accessories.

1. Failure To Return Loan Item(s)
   1. In the event the Customer fails to return the Loan Item(s) to Kerv by the Return Date, the Customer will be invoiced by Kerv for the full market cost of the Loan Item(s), which the Customer undertakes to pay promptly on receipt, and upon Kerv receipt of payment, in full, the Customer will obtain full ownership rights in the Loan Item(s) along with any remaining warranty.
2. Extended Return Date
   1. Where a circumstance prevents the Customer from returning the Loan Item(s) on or before the Return Date, the Customer may submit a request to Kerv for an extension of five (5) days beyond the thirty (30) day return period.
   2. The Customer may submit a request for the extension to Kerv via the email address: [XXXX]. Where Kerv approve the extension of up to five (5) days, the extended date will become the Return Date for purposes of these terms, and the Customer will be required to return the Loan Item(s) by that extended Return Date.
   3. All of the terms set forth in this Agreement will apply to that extended Return Date.
3. Repair/Replacement
   1. If relevant (as solely determined by Kerv), Kerv shall provide the Customer with notice of any costs that may be relevant for the repair of the Customer existing phone, which the Loan Item(s) temporarily replaced.
4. Safeguarding
   1. The Customer must take reasonable and prudent precautions to protect the Loan Item(s) against damage, loss, or abuse while in its care, custody, and control. If the Loan Item(s) is lost, stolen or damaged, the Customer must notify Kerv immediately.
   2. Only Kerv may service the Loan Item(s). The Customer may be held responsible for repair or replacement costs if the Loan Item(s) is lost, damaged, or stolen while on loan.
5. Permitted Use
   1. The Customer must not use the Loan Item(s) for any unlawful purpose.
   2. Only software with valid licenses should be loaded on the Loan Item(s)
6. Deletion of Files and Data
   1. The Customer acknowledges that before returning the Loan Item(s), they are solely responsible for erasing all files and data, including personal and/or confidential files and data, created by them. Therefore, should the Customer wish to retain any files which they have created, it is their responsibility to backup those files to an accessible place by them.
   2. Kerv is neither responsible nor liable for any files or data remaining on, or erased from the Loan Item(s), following its return to Kerv. For the avoidance of doubt all data obligations (including the use and storage of) rest with the Customer.
7. Installed Software
   1. The Customer acknowledges that all software provided with the Loan Item(s) is licensed specifically to this Loan Item(s) and the Customer will not remove it. Furthermore, the Customer also agrees not to copy or otherwise reproduce, reverse engineer, disassemble or decompile any software, the equipment, or components provided with the Loan Item(s).
8. Fees
   1. The goods will be insured for the period of the loan and the risk lies with the Customer for the loan period.
   2. Kerv will charge a 15% restocking fee for any Loan Item(s) that are not returned in the same condition as they were sent.
9. Kerv Liability
   1. To the fullest extent permitted by law, Kerv will not be liable for any consequential, incidental, indirect or direct damages arising out of these terms or the use of the Loan Item(s), including without limitation any losses of or affecting Customer personal property, software or data.
   2. To the maximum extent permitted at law Kerv’s maximum liability to the Customer in respect of all losses arising out of or in connection with Kerv’s performance or non-performance of its obligations under this Agreement shall in no event exceed the value of the Loan Item(s) from which the damage first arose.
10. Governing Law
    1. This Agreement shall be governed by the laws of England and Wales and the parties herby submit to the exclusive jurisdiction on the English courts.

By executing this document the Parties agree to the terms and conditions set out in this Agreement.

By and on behalf of:

**Customer**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kerv

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_