

Rental Agreement — Monthly Payment Plan

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These Rental Terms and Conditions govern the rental of products by **Fitverse Wellfin Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at 32, Chowringhee Road, Om Tower, 7th Floor, U-706, Russel Street, Kolkata – 700071, West Bengal, operating the rental platform “Turnkey Living” (hereinafter referred to as “Turnkey Living”, “we”, “us” or “our”) to the customer named in the order to which these terms are attached. By placing an order you agree to these terms.

These terms apply where you have chosen to pay your rental in monthly instalments. Where you have chosen to pay for the whole tenure at the time of placing your order, our Prepaid Rental Terms and Conditions apply instead.

This is the same agreement as the signed document. [Download it as a PDF](#) for your records, or read the full terms below.

1. TERM

This Agreement commences on the Rental Start Date and remains in force until the products set out in your order (“Product” or “Products”) are returned to Turnkey Living and all amounts payable under this Agreement have been received by us. The “Rental Start Date” is the date the Products are delivered to you (the “Customer”, “you” or “your”) — except for a Product that we have marked as requiring installation by our team, for which it is the date our team completes that installation. Where an order contains more than one Product, the Rental Start Date is the date the last of them is delivered or, where applicable, installed.

You select a rental tenure of 3, 6 or 12 months at the time of placing your order. Every rental carries a minimum tenure of 3 months. The tenure runs from the Rental Start Date.

On completion of the selected tenure this Agreement renews automatically on a month-to-month basis at the same monthly rental (the “Auto Renewal Period”), until you terminate it in accordance with Clause 8. We may decline to renew at our discretion, in which case we will tell you and arrange collection.

2. ELIGIBILITY AND KYC

You must be at least 18 years of age and legally competent to contract. The Products are rented for use in Bengaluru and Kolkata only, and within the delivery pin codes we service. If your pin code is outside our service area we will tell you before your order is confirmed.

Before any delivery date can be booked you must complete our Know Your Customer ("KYC") process. The documents required depend on your stated profession and will be listed on your dashboard. We verify these documents before dispatch, and no Product is dispatched until they are approved.

You authorise us to verify the information you provide. Providing false or misleading information is a material breach of this Agreement and entitles us to terminate it and recover the Products.

3. ORDER CONFIRMATION

Your order is confirmed once payment has been received and your KYC documents have been uploaded. Confirmation is sent to your registered email address and shown on your dashboard.

We may reject an order before delivery if KYC verification is unsuccessful, if your location is not serviceable, or at our discretion for any other reason. Where we reject an order, all amounts you have paid for it are refunded in full.

If a Product you have selected becomes unavailable, we will tell you and may offer a substitute. You are free to decline the substitute, in which case we refund the amounts paid for that Product.

4. PAYMENT

Rental is payable monthly in advance for the duration of the selected tenure. On the Rental Start Date you authorise a standing instruction (e-mandate) permitting us to collect each monthly instalment automatically.

No rental is collected before the Rental Start Date. At checkout you pay only the refundable deposit and any delivery or installation charges shown to you. The standing instruction you authorise on the Rental Start Date collects your first monthly instalment at the same time, and each subsequent instalment is collected on the same date of each following month. The monthly rate is fixed for the tenure you selected and will not increase during that tenure.

All prices shown on our platform are inclusive of applicable taxes. A GST invoice can be issued against a GSTIN provided at checkout.

Every past and upcoming instalment is visible on your dashboard. If an instalment cannot be collected, we will retry once and then contact you.

Where an instalment remains unpaid after the 10th day of the month in which it falls due, a late payment fee of 10% of the invoice amount is payable, charged once per delayed invoice on the 11th day and irrespective of the length of the delay. The late payment fee is charged on the rental amount only.

The standing instruction is cancelled when this Agreement ends.

5. SECURITY DEPOSIT

A refundable security deposit is payable at checkout under this plan, because rental remains outstanding for the months ahead. The amount is shown before you pay.

The deposit is held as security against unpaid rental and against damage beyond regular wear and tear. It does not bear interest.

The deposit, less any amounts properly due to us under this Agreement, is refunded to your original payment method within 7 working days of collection of the Products and completion of our inspection.

6. DELIVERY AND INSTALLATION

Once your KYC documents have been uploaded you choose your delivery date from your dashboard. Each Product carries a minimum preparation period, shown to you before you choose. Where an order contains Products with different preparation periods you may choose a separate date for each, so that quicker items are not held back by slower ones.

Delivery is free on tenures of 6 months and above in most pin codes. On a 3-month tenure a flat delivery fee of ₹199 applies. Some pin codes sit in a delivery zone that carries a charge of its own, whichever the tenure. Where more than one delivery charge could apply to an order, only the single highest is charged, never a sum. The delivery charge for your order is shown before you pay.

Installation is included at no charge. Air conditioners carry a separate fitting charge, which is shown on the product page and at checkout before you pay.

You must be present at the delivery address at the agreed time, or appoint a representative in writing to receive the Products on your behalf. Where nobody is available to receive the Products, we will make one further delivery attempt at no charge. Any attempt after that carries a charge of ₹249.

You must ensure that access to the premises, including the entry of the delivery vehicle and the use of any lift, is available at the time of delivery.

We inspect each Product before dispatch. You should inspect the Products on delivery. Any damage in transit or unfitness for use must be raised at the time of delivery, and we will repair or replace the Product at our cost. For a Product that requires installation by

our team, unfitness for use that can only be found once it is installed must be raised with our team at that visit, and is treated in the same way. Once you have accepted delivery — or, for such a Product, installation — damage is dealt with under Clause 9.

7. EARLY CLOSURE

You may request the return of a Product at any time from your dashboard, giving us at least 7 days' notice. Return of a Product before the end of the selected tenure is an "Early Closure".

The rental rate you were charged reflects the tenure you selected — longer tenures carry lower monthly rates. On an Early Closure you are re-rated to the tenure band you actually completed, and the difference becomes payable for the period you held the Product.

The Early Closure charge is calculated as: the number of days the Product was held, multiplied by the difference between the monthly rate for the tenure band actually completed and the monthly rate for the tenure band originally selected, divided by 30. For this purpose one month is treated as 30 days.

Where the tenure band actually completed is below 6 months, the delivery fee that was waived on account of the longer tenure also becomes payable, less any delivery charge already paid on the order.

A rental on a 3-month tenure returned before the end of 3 months is payable in full. The 3-month minimum tenure is payable whether or not the Product remains with you, and no re-rating applies because 3 months is the shortest tenure offered.

Early Closure Waiver: no Early Closure charge is payable where you have completed at least one month less than the tenure you selected — that is, 5 months or more on a 6-month tenure, or 11 months or more on a 12-month tenure. Where the Early Closure Waiver applies, the waived delivery fee is not charged either. The Early Closure Waiver applies to each Product separately.

Any Early Closure charge is payable on return of the Product and may be set off against your security deposit. No Early Closure charge is payable for a termination during the Auto Renewal Period.

Worked example. A customer rents a refrigerator whose monthly rate is ₹737 on a 3-month tenure, ₹692 on a 6-month tenure and ₹602 on a 12-month tenure.

Tenure selected	Returned after	Days held	Re-rated to	Early Closure charge
6 months at ₹692	4 months 5 days	125	3 months (₹737)	$125 \times (\text{₹}692 \div 30) = \text{₹}2916.67$, plus ₹199 delivery

Tenure selected	Returned after	Days held	Re-rated to	Early Closure charge
12 months at ₹602	7 months 5 days	215	6 months (₹692)	$215 \times (\text{₹}90 \div 30) = \text{₹}645$
12 months at ₹602	4 months 5 days	125	3 months (₹737)	$125 \times (\text{₹}135 \div 30) = \text{₹}563$, plus ₹199 delivery

In the second example no delivery fee is added, because the customer completed more than 6 months and had therefore earned free delivery. Figures are rounded to the nearest rupee.

8. TERMINATION

You may terminate this Agreement by requesting the return of the Products from your dashboard, subject to Clause 7.

We may terminate this Agreement immediately where you fail to pay any amount when due, where you breach any term of this Agreement, where the information you have provided proves to be false, or where the Products are used other than as permitted by Clause 12.

On termination for any reason, you must allow us to collect the Products from the delivery address. All amounts outstanding become payable immediately.

9. DAMAGE, THEFT AND LOSS

You are responsible for the Products from delivery until collection, and are liable for the cost of repairing any damage caused during that period.

Where a Product is stolen, lost, or damaged beyond economic repair, you are liable to pay us the current market price of that Product.

Minor scratches and chipping to wooden furniture, proportionate to the length of the rental, are treated as regular wear and tear and are not chargeable.

The extent of any damage is assessed against the condition of the Product recorded at delivery and at collection. A damage report is sent to your registered email address.

Repairs carried out by anyone not authorised by us, the use of non-standard parts, and the removal or defacing of any serial number, label or marking on a Product are all treated as damage and are chargeable.

10. TURNKEYPROTECT

TurnkeyProtect is an optional cover you may add at checkout, charged as a percentage of your rental. Where it is taken, we waive claims for: damage from regular wear and tear; scratches and dents on the product; stains and food spills on upholstery or surfaces; cracks and tears in the product; damage caused by insects or fungus.

TurnkeyProtect does not cover: deliberate damage — sharp objects, hand or power tools, cigarette burns, or any other abuse; theft, burglary or loss of the product; damage from misuse or neglect. Whether damage falls within the cover is determined by us acting reasonably.

The rate applicable to your order is fixed at the time you place it and is not affected by any later change to our published rate.

TurnkeyProtect must be paid alongside your monthly rental for cover to apply. Cover may be refused for any period in respect of which the TurnkeyProtect amount was not paid.

11. SERVICE AND MAINTENANCE

Repairs and replacements are on us, for as long as you rent. There is no limit on the number of service visits and no annual cap.

Raise a service request from your dashboard or by contacting us. We will respond within 48 hours and, where an on-site visit is needed, attend within 5 working days.

Where a fault cannot be resolved at your premises, we will collect the Product for repair and, if it cannot be repaired, replace it.

Repairs required as a result of damage caused by you are chargeable under Clause 9, and rental remains payable for the period the Product is under repair in those circumstances.

12. USE OF THE PRODUCTS

You may use the Products at the address to which they were delivered, for your own use. Use in premises you own or occupy for your own business — for example a rented desk or chair in your own office — is permitted.

You may not rent, sub-let, lend, sell, pledge or otherwise part with possession of any Product to any other person. The Products are rented to you alone.

You may not move a Product to a different address without telling us in advance (see Clause 13), or take a Product outside our service area.

We limit each customer to one unit of any given Product at a time.

13. RELOCATION

If you move home within the same city and within our service area during the rental, we will relocate the Products to your new address at no charge. Please give us reasonable notice.

Relocation outside our service area is not possible. If you are moving out of the area, treat it as a return under Clause 7.

14. INSPECTION

We may inspect the Products at reasonable times during the rental, on reasonable prior notice, and you agree to allow access for that purpose.

15. YOUR INFORMATION AND DATA

We process the personal information you provide in accordance with our Privacy Policy.

Where a Product is capable of storing information — for example a smart television signed in to your accounts — you are responsible for removing your data and signing out of any accounts before the Product is collected. We may erase or reset any Product on its return, and we are not liable for the loss of any data left on it.

16. OWNERSHIP OF THE PRODUCTS

The Products remain our property at all times. Renting a Product gives you the right to use it for the tenure and gives you no ownership interest in it.

You may not create, or allow to arise, any charge, lien or encumbrance over any Product.

All Products rented under this Agreement are owned by us. We do not rent to you on behalf of any third-party owner.

17. BUY-OUT

You may ask to purchase a Product you are renting. We are not obliged to sell, and where we agree we will quote a price for that Product taking into account its age and condition. Ownership passes only on payment in full.

18. ASSIGNMENT

You may not assign or transfer this Agreement. We may assign this Agreement on notice to you.

19. INDEMNITY

You will indemnify us against any loss, claim or liability arising from your use of the Products, from your breach of this Agreement, or from any injury or damage caused by the Products while in your possession, except to the extent caused by our own negligence or by a defect in a Product.

20. LIMITATION OF LIABILITY

We are not liable for any indirect or consequential loss, or for loss of profit, income or data, arising out of this Agreement.

Our total liability under this Agreement is limited to the total rental you have paid us for the affected Product.

Nothing in this Agreement limits liability for death or personal injury caused by our negligence, or for any other liability that cannot lawfully be limited.

21. DISCLAIMER

We are not liable for any failure or delay in performing our obligations caused by events beyond our reasonable control, including natural events, civil disturbance, strikes, restrictions on movement, or the acts of any public authority.

22. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of India. The courts at Kolkata, West Bengal have exclusive jurisdiction over any dispute arising out of it.

23. ENTIRE AGREEMENT

This Agreement, together with our Terms & Conditions, Privacy Policy, Shipping Policy and Refund & Cancellation Policy published on turnkeyliving.in, is the entire agreement between us in respect of the Products rented.

We may amend these terms. The version in force at the date of your order applies to that order, and any change is notified to you.

See also our [Terms & Conditions](#), [Privacy Policy](#), [Shipping Policy](#) and [Refund & Cancellation Policy](#).

