

TERMS & CONDITIONS - SHORT TERM HIRE

- 1 The Customer agrees with the Company to take on Short Term Hire on the terms hereinafter set out and with the equipment specified in the hire schedule.
- 2 **DEFINITIONS**
- | | | |
|-------------|------------|--|
| 'Company' | Shall mean | North East Radio Communications Ltd. |
| 'Customer' | Shall mean | As named in the hire schedule documentation. |
| 'Equipment' | Shall mean | As detailed in the hire schedule. |
- 3 **DURATION & TERMINATION**
- a) Subject to clause 3b, the agreement duration will be for the period indicated in the schedule overleaf and is extendible in complete weekly periods. The hire commences on the day the equipment is dispatched from the Company's premises, it continues until the Customer returns the equipment to the Company's premises and has obtained written acceptance that the equipment has been returned.
- b) The Company may by written notice terminate this agreement immediately if the Customer commits any breach of the Terms & Conditions of this agreement, or in the event of insolvency or bankruptcy of the Customer.
- c) If this Agreement is terminated for any reason, the Customer shall pay the Company on demand all arrears of sums payable under this Agreement, up to the date of termination, and all future sums which would have been payable during the duration of this Agreement if it had not been terminated.
- 4 **PAYMENT**
- a) Until a credit account is established the Customer may have to pay a deposit and the first hire payment in advance. The deposit will be refunded at the end of the hire, providing the equipment is returned and the Customer has not committed any breach of the terms and conditions of this agreement. The Company will invoice in advance in complete 4 weekly periods unless the hire period is less than 4 weeks. The Customer will pay the Company's invoices within 30 days of date of invoice. In the event that the equipment is retained after the original hire period expires, the hire rate charged will continue as given in the schedule overleaf. A week is taken to be seven consecutive days, including the day the hire commenced. Other than weekend hire, part of a week will be charged as a full week.
- b) The Company shall be entitled to charge interest and compensation under the Late Payment of Commercial Debts Regulations 2013 in respect of any charges that remain unpaid, calculated from the date due until the Company has received payment. Punctual payment of the Company's charges shall be the essence of this agreement.
- 5 **MAINTENANCE SERVICE PROVIDED**
- The Customer agrees that: -
- | | |
|--|---|
| a) The Company shall repair or replace free of charge any item of equipment that becomes faulty during the hire period through fair wear & tear. Upon receipt of the item at the Company's premises, it will be repaired or replaced and be available for despatch within 48 hours. (Subject to availability). | Less than 48 hour's notice – 100% of total hire charge. |
| b) Return to the Company of the equipment shall be at the Customer's expense; return to the Customer shall be at the Company's expense. | 2 to 6 days – 50% of Total Hire charge. |
| | 7 days or more - NIL |
- 6 **CUSTOMERS OBLIGATIONS**
- The Customer agrees: -
- a) To use all reasonable endeavours to ensure that the Equipment is used in a normal and proper manner by following the manufacturers operating instructions.
- b) To keep the equipment in good condition and not subject it to any misuse, normal wear and tear is excepted.
- c) Not assign, sub-let or delegate or otherwise deal with all or any of its rights and obligations here under without the Company's prior written consent, such consent not to be unreasonably withheld.
- d) To permit the Company's service engineers to have full access to the Equipment for inspection or carrying out maintenance with the provision of a suitable and safe environment.
- e) To notify the Company in writing if any Equipment is to be moved to an alternative site.
- f) To preserve the manufacturers serial number, identification number or other marks that may be on the Equipment.
- g) To replace any consumable items used during the agreement at their own expense and only purchase items approved by the Company.
- h) To inform the Company of any extension to the original hire period.
- i) To inform the Company when hire is terminated and indicate the method of equipment return.
- j) It is the Customers responsibility to ensure the equipment is returned to the Company and that the equipment is well packed and secure.
- k) To obtain a written acceptance from the Company that the equipment has been returned.
- l) To arrange at its own expense insurance cover for the full replacement cost of the equipment at the manufacturers recommended retail price (R.R.P.) or suggested selling price.
- m) To accept complete responsibility for any damage, loss or destruction of the equipment whilst on hire or transit back to the Company and further agrees :-
- a) To notify the Company in writing immediately of any damage, loss or destruction of the equipment.
- b) To pay on demand to the Company the full cost of replacement or repair of the equipment.
- c) That the hire shall continue to be payable until the Company receives payment in full.
- n) The continuity of this agreement shall not be affected by any item of equipment being out of the Customers possession for repair.
- o) Not to make any alteration, modification, repair or attempt to repair, or permit any third party to do or attempt to do the repair without the written consent of the Company.
- p) To keep the equipment in the Customers own possession and not to remove the equipment from the Customers own possession without first notifying the Company of its destination.
- q) To comply with statutory provisions relating to its or the Company's licence under the wireless telegraphy act, and that, specifically, it will not use the equipment for any improper, immoral, or unlawful purpose and will provide the Company with necessary information as reasonably requested and will indemnify the Company for its failure to do so.
- r) To repay the Company on demand all costs, charges and expenses (Incurred in any way by reason of any breach of any of these Terms & Conditions including, but not by way of limitation, all costs, charges and expenses incurred in ascertaining the Equipment whereabouts).
- 7 **GENERAL**
- a) No variation or modification to these Terms & Conditions will be valid unless confirmed in writing by a Director of the Company and the Customer.
- b) If any term in this Agreement is held invalid, this shall not affect the validity of the remaining Terms & Conditions.
- c) The Company will use all reasonable endeavours to meet the quoted start date, but shall not be liable for any delay whatsoever.
- d) The headings in these Terms & Conditions are for reference purposes only and shall not affect the interpretation of these Terms & Conditions.
- e) The Company shall have the right to assign or delegate or otherwise deal with all or any of its rights and obligations hereunder upon notification to the Customer.
- f) All amounts payable under this Agreement are liable to value added tax that will be added to all invoiced amounts at the current rate.
- g) Any failure by the Company to enforce any or all of these Terms and Conditions shall not amount to, or be interpreted as a waiver to any of the Terms and Conditions.
- h) This agreement represents the entire understanding between the parties and supersedes any other agreements and representations made by either party, whether oral or written, in relation to the subject matter of this agreement.
- i) Unless notified by the Customer within forty-eight hours, it shall be conclusively presumed that the equipment was delivered in good operating condition and in complete accordance with the Customer's requirements, manufacturer's description and the schedule overleaf.
- j) Acceptance of the goods implies acceptance of the Terms and Conditions of this agreement.
8. **OWNERSHIP**
- All equipment shall remain the property of the Company and is provided to the Customer solely on a hire basis without any option to purchase.
9. **CANCELLATION**
- If the Customer cancels part or all of the agreement prior to commencement of hire, such cancellation can only be accepted with the Company's consent and on terms which indemnify against loss. Notice given of cancellation:
10. **DELIVERY AND COLLECTION**
- The Customer agrees that hire charges do not include delivery and collection. Delivery and collection, if required will be charged in accordance with the Company's current price list.
- 11 **WARRANTY/LIABILITY FOR CLAIMS**
- a) Published specifications, descriptions, photographs, measurements or capacities are approximate only and shall not form part of this Agreement. Except as specified in the Agreement and subject to Section 6 of the Unfair Contract Terms Act 1977 and Section 7 of the Consumer Protection Act 1987 and except those implied by Section 12 of the Sale of Goods Act 1979 all warranties Terms and Conditions whether express or implied by statute or common law and whether oral or written are (unless specifically confirmed by a Director of the Company in writing) hereby excluded.
- b) The Company does not exclude liability for death or personal injury resulting from its negligence.
- c) Subject to clause 11(b) above the Customer will indemnify the Company against any damages, losses, costs, claims and expenses due to any loss or damage, howsoever caused, arising from the Customer's use or lack of use of the Equipment or any third party claims whether made against the Customer or the Company.
- d) Subject to clause 11(b) above the Company will not be liable for any direct loss or injury howsoever arising out of the Customer's use or lack of use the Equipment or the installation of the Equipment (if applicable).
- e) Subject to clause 11(b) above the Company will not be liable for any indirect, consequential or special loss or damage howsoever arising out of the Customer's use or lack of use of the Equipment or the installation of the Equipment (if applicable) and in particular shall not be liable for financial loss, loss of profits, loss of business or contracts, loss of operating time or loss of use.
- f) Subject to clause 11(b) the Company's liability under this Agreement shall not under any circumstances exceed a sum equal to the aggregate of all sums due to the Company from the Customer pursuant to this Agreement.
- g) Each provision of this clause is to be construed as a separate limitation applying and surviving if for any reason one or the other of the said provisions is held inapplicable in any circumstances and shall remain in force notwithstanding any termination of this Agreement.
- 12 **FORCE MAJEURE**
- Neither party will be liable for any failure to perform its obligations if such failure arises from any act of god, war, strike, lockout or other labour dispute, riot, civil commotion, fire, lightning, flood, legislation or other cause beyond the control of the party concerned.
- 13 **ENGLISH LAW**
- This agreement is governed by the laws of England.