

# Radio Hire Terms & Conditions

## 1. Definitions

- 1.1 The following expressions shall have the following meanings: -
- 1.1.1 "Business Communications"/ "The Company" means Business Communications;
- 1.1.2 "Hirer" means any individual or business taking the equipment on hire;
- 1.1.3 "Agreement" means this agreement;
- 1.1.4 "Deposit" means the Deposit specified on the face of this Agreement (if applicable);
- 1.1.5 "Equipment" means the equipment described in the agreement;

## 2. Hiring of Equipment

- 2.1 Business Communications shall hire and the Hirer shall take on hire of the equipment in accordance with the terms contained herein.
- 2.2 An order by the Hirer for any Additional Equipment shall, upon acceptance by Business Communications be governed by these terms.
- 2.3 If the Hirer complies with all the terms of this Agreement, Business Communications shall give the Hirer quiet possession of the Equipment and any Additional Equipment.

## 3. Hire Charges

- 3.1 The hire charges will be invoiced to the Hirer on a weekly, monthly or quarterly basis as appropriate.
- 3.2 All sums due to Business Communications under this Agreement are (except where otherwise stated) exclusive of Value Added Tax and any other taxes which apply or may be introduced from time to time, which shall be charged thereon in accordance with the relevant regulations in force at the time of making taxable supply and shall be paid by the Hirer.
- 3.3 Punctual payment of all charges shall be the essence of this Agreement.
- 3.4 Business Communications reserves the right to vary the charges under this Agreement by giving not less than thirty- (30) days notice in writing to the Hirer.

## 4. Use of Equipment

- 4.1 The Hirer acknowledges that Business Communications does not accept liability for the security of information transmitted on the Equipment.
- 4.2 The Hirer undertakes to use the Equipment in accordance with such reasonable operating instructions as may be notified in writing to the Hirer by Business Communications from time to time and in accordance with the Wireless Telegraphy Act 1949 and the Telecommunications Act 1984 and any amendments thereto and any published Department of Trade and Industry RRD Regulations and any licence granted there under which governs the running of any wireless telegraphy apparatus.
- 4.3 The Hirer shall indemnify and hold harmless Business Communications against all liabilities, claims, damages, losses and proceedings arising out of or in any way connected with any breach of clause 4.2.
- 4.4 Business Communications shall use its best endeavours to deliver the Equipment to the Delivery address on the Delivery Date.

## 5. Care of Equipment

- 5.1 At all times, title to the Equipment shall remain vested in Business Communications.
- 5.2 Throughout the Hire Period, the Equipment shall be at the risk of the Hirer and the Hirer shall be liable for any loss, theft, non-return or destruction of or damage to the Equipment howsoever caused during the hire period. In the event of any loss or damage the hirer will be invoiced at the current Business Communications Dealer/List Price, whichever is applicable.
- 5.3 The Hirer shall not tamper with, remove the protective casing and or security seals from, or repair or attempt to do the same or permit any

third party to do or attempt to do the same to the Equipment or any part thereof. Throughout the hire period, the Hirer shall insure against all risks to the Equipment to the value specified by Business Communications in the agreement and shall, if so requested, by Business Communications, ensure that Business Communications interest is noted on the policy effecting such insurance.

- 5.4 With regard to the Equipment, the Hirer undertakes not to use or permit them to be used unlawfully or for any unlawful purpose; to keep them in the United Kingdom; to keep them free from any claims by other persons; to make sure that Business Communications has right of access to them at all reasonable times for inspection and removal;
- 5.5 The Hirer undertakes not to sell, assign, mortgage, charge, underlet or part with possession of the Equipment or any interest therein without the prior written consent of Business Communications.
- 5.6 The Hirer undertakes to indemnify Business Communications against any liability or loss (including legal costs on a full indemnity basis) arising from the possession or use of the Equipment by the Hirer or their repossession by Business Communications or in relation to the breach by the Hirer of this agreement.
- 5.7 If the equipment becomes faulty it should be returned to our premises at the Hirers expense. The equipment will then be repaired or exchanged and returned at Business Communications expense.

## 6. The Hire Period and Termination

- 6.1 This Agreement will commence on the delivery date
- 6.2 This Agreement is for the initial hire and shall continue thereafter until either party to the other in writing gives notice of termination.
- 6.3 Business Communications may at its sole discretion elect to suspend forthwith the use of the Equipment by the Hirer until further notice upon notifying the Hirer either orally (confirming such notification in writing) or in writing in the event that:-
- 6.3.1 Business Communications is entitled to terminate this agreement for any reason whatsoever:
- 6.3.2 Business Communications is obliged to comply with an order, instruction or request of any Government, Emergency Service organisation or other competent administrative authority: or
- 6.3.3 The Equipment no longer conforms to any relevant standard in any licence granted under the Wireless Telegraphy Acts or the Telecommunications Acts or any amendment to or re-enactment of the same.
- 6.4 Any exercise by Business Communications of its right of suspension in respect of an event referred to in clause 6.3 shall not exclude Business Communications rights subsequently to terminate this Agreement.
- 6.5 The Hirer shall reimburse Business Communications for all reasonable costs and expenses incurred in the implementation of such suspension, save that this shall not apply where the suspension is implemented otherwise than as a consequence of the wilful act, fault or omission of the Hirer.
- 6.6 This Agreement will terminate automatically and Business Communications will repossess the Equipment at any time if: -
- 6.6.1 Any licence to use or operate the Equipment whether under the Wireless Telegraphy Acts or the Telecommunications Acts or otherwise is withdrawn or revoked
- 6.6.2 The Hirer is in breach of the conditions of use contained in this agreement.
- 6.6.3 The Hirer being a company, enters into liquidation whether compulsorily or voluntarily, (otherwise than for the purposes of amalgamation or reconstruction) or compounds with its creditors or has a Receiver or Manager appointed in respect of all or any part of its assets or is the subject of an application for an Administrative Order or is the subject of any proposal under Part 1 of the Insolvency Act 1986 for a composition in satisfaction of its debts or if it carries out or undergoes any analogous act or proceeding under

foreign law: or

- 6.6.4 The Hirer being an individual or firm, the individual or any partner of the firm is the subject of Petition for a Bankruptcy Order or is the subject of an application for an Interim Order under Part VIII of the Insolvency Act 1986 or carries out or undergoes any analogous act or proceeding under foreign law.

## 7. Remedies

- Business Communications entire liability, whether in contract or tort, including negligence, and the Hirer's only remedies in respect of any default are as set out in this clause.
- 7.1 Business Communications shall not be liable for loss of profits, business, revenue, goodwill, loss, corruption or interruption of data, or loss of anticipated savings, or any other special, indirect or consequential losses even if foreseeable by or in the contemplation of Business Communications or any claim made against the Hirer by any other person.
- 7.2 The Hirer agrees to give Business Communications a reasonable time in which to remedy any default.
- 7.3 Except as expressly stated herein, all conditions, warranties, representation and undertakings implied, statutory or otherwise, are hereby excluded to the maximum extent permitted by law.

## 8. General

- 8.1 Any notice required or permitted to be given hereunder shall be given in writing.
- 8.2 Business Communications rights under this Agreement shall not be affected by any forbearance or concession made by Business Communications to the Hirer.
- 8.3 This Agreement may not be assigned or otherwise transferred by the Hirer whether in part or in whole.
- 8.4 The Hirer's obligations to indemnify Business Communications will not be affected by any termination of this Agreement.
- 8.5 Business Communications may disclose details of this Agreement to any person and for any purpose connected with its business.
- 8.6 Business Communications shall not be liable for any delay or failure to meet its obligations under this Agreement due to any cause outside its reasonable control.
- 8.7 No variations to the terms of this Agreement shall be binding on Business Communications, unless made in writing and signed by a duly authorised representative on behalf of Business Communications.
- 8.8 This Agreement shall be interpreted without reference to its headings (which are included for convenience only) and shall be governed by English Law.
- 8.9 Any dispute which may arise between the parties concerning this Agreement shall be determined by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of that court for such purpose.
- 8.10 This Agreement supersedes any prior agreements, arrangements and undertakings between the parties in relation to the subject matter hereof and shall constitute the entire agreement between the parties relating to such subject matter; any purchase order or other terms and conditions of the Hirer shall not apply to this hire agreement.