

**1. Definitions**

- 1.1 These Conditions Means the conditions of hire herein contained
- 1.2 The Company Means Onsite Communications Ltd
- 1.3 The Hirer Means the person firm or company who or which has agreed to hire the Equipment from the Company
- 1.4 The Equipment Means the Equipment specified within the hire agreement with (if any) the accessories and specialist packaging/transportation cases specified therein and any part or parts of the same.
- 1.5 The Technicians Means the employee(s) agent(s) or subcontractor(s) of the Company (if any) supplied with the Equipment to operate the Equipment stated in the Agreement
- 1.6 The Agreement Means any hire agreement between the Company and the Hirer that may be defined as an agreement under the terms of English Law

**2. Conditions of Agreement**

The Agreement is subject to The Company's standard terms & conditions of sale and additionally these conditions of hire. Both of which supersede all previous communications representations and agreements whether written or oral and no additions or alterations to these Conditions shall be binding on the Company unless agreed to in writing and signed by a duly authorised officer or employee or agent of the Company. Any terms and conditions proposed by the Hirer shall only apply if the same have been agreed by or on behalf of the Company in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail. The Agreement and these Conditions shall be construed in accordance with English Law and the parties herein submit to the jurisdiction of the English Courts.

**3. Conditions of Hire of Equipment and/or Services**

3.1 The Company endeavors to ensure that the Equipment is sound and in good order and condition at the time of delivery to or collection by the Hirer but it shall be the responsibility of the Hirer to ensure that the Equipment is fully suitable in all respects (including type and condition) for the purpose for which it is hired.

3.2 Upon delivery or collection the Equipment shall be examined and checked by the Hirer before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by the Company without additional charge, but in no circumstances shall the Company be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use or the inability to use the Equipment.

3.3 The Hirer shall use or cause to be used the Equipment in a skilful and proper manner and shall at his own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security.

3.4 The Hirer will not open the outer case(s) (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment of the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment To environments it is not designed to operate in and will keep the Equipment protected in all respects.

3.5 Unless the same shall have been caused by the willful default or willful misconduct of the Technicians any loss of or damage to the Equipment including loss or damage caused by non familiarisation or misuse of the same is the sole responsibility of the Hirer who will be charged with the cost of repair or full replacement value of the Equipment as the cause may be.

3.6 The Hirer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment without written authorisation from the company.

3.7 Without the previous consent of the Company Equipment must not be used on any abnormal or hazardous assignments taken out of the United Kingdom or shipped by air other than on a regular scheduled flight by any airline recognised by IATA unless otherwise agreed by the Company prior to the commencement of the hire. The Hirer shall be solely responsible for obtaining all customs Clearances Licences and permits as shall be necessary to take the Equipment out of the United Kingdom. If any Equipment taken out of the United Kingdom is lost or is damaged or breaks down and the Company agrees to replace the same the Company's liability shall only extend to delivery of any replacement at an address in the United Kingdom.

3.8 The Equipment remains at all times the property of the Company and the Hirer shall have no right title or interest therein save that of a hirer thereof under these Conditions. The Hirer shall not sell or offer for sale the Equipment or any part or parts thereof.

3.9 The Company shall not in any circumstances be liable to the Hirer or any third party for any claims in respect of loss of profits special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of Equipment by the Hirer.

3.10 The Company reserves the right to subcontract all or any part of the Hirer's order and to assign or otherwise deal in anyway whatsoever with the Company's interest in the Equipment and in the Agreement.

3.11 The hirer is responsible for ensuring the equipment is operated under the cover of a suitable licence (Ofcom etc). All radio channels are shared in the United Kingdom and whilst the Company will endeavour to supply equipment on approved frequencies which are not shared in the Hirers' particular area, they cannot be held responsible when sharing does occur, nor liable for any costs involved where frequency changes may be necessary.

3.12 The Owners reserve the right to substitute equipment of equal utility to that outlined in the Schedule where circumstances deem it necessary.

**4. Instructions**

Any order or instruction required to be given to the Company by the Hirer shall be given by them or their duly authorised agent in writing. If given orally it shall be confirmed in writing to the Company within three days. The Company shall not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Hirer not received by the Company in writing or so confirmed. The Hirer shall be solely responsible for any statement representation order instruction guidance or advice made or given by the Hirer to any Technician.

**5. Delivery/Collection**

5.1 The Equipment shall be delivered and where applicable collected at such time and place as shall be mutually agreed between the Company and the Hirer. If delivered to the Hirer the signature of the person purporting to be any employee of the Hirer shall be sufficient evidence of delivery. The Company shall use its best endeavors to comply with any time schedules but will accept no liability for non-delivery of Equipment by a specific time or date or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of Government labour disputes and delays in transport.

5.2 Unless otherwise agreed in writing between the Company and the Hirer it shall be the responsibility of the Hirer to return the Equipment to the Company on the termination date of the hire. If the Company agrees to collect the Equipment on the termination date of the hire the Hirer shall remain fully responsible for the packing, safety protection repair and condition (subject to aforesaid) of the Equipment until it is in the possession of the Company.

5.3 The Hirer shall pay all delivery and where applicable collection charges.

**6. Payment**

6.1 During the continuance of the Agreement the Hirer shall pay to the Company by way of rent for the hire of the equipment at the rate shown in the Company's price lists current from time to time or such other hire charges as may have been agreed in writing between the Company and Hirer. For the avoidance of any doubt the Hirers shall be liable for payment of Hire Charges as from the time for which the Equipment is ordered (which shall be the commencement of the hire period) until either (i) the time of its return to the Company or (ii) if the Equipment is lost or stolen or is otherwise irrecoverable or is damaged then in any such case the time of its replacement or repair and the Company undertakes to replace or repair the same as soon as reasonably possible. A 7 day period or any part thereof constitutes one weeks hire.

6.2 The Hirer shall pay Value Added Tax at the rate current from time to time on and in addition to all charges due to be paid by the Hirer to the Company under the terms and conditions of the Agreement.

6.3 All remaining hire and other charges not paid by the termination date of the agreement are net and unless otherwise agreed between the Company and the Hirer shall be due and payable within 30 days on the invoice date.

6.4 The Company reserves the right to ask for a deposit to be paid in advance when no trading history has been accrued with the Hirer. This deposit will constitute 50% of the total Hire charge.

6.5 All hires will be individually invoiced and long term hires will be invoiced on a monthly basis. All invoices will be subject to the Company's standard payment terms.

**7. Insurance**

7.1 The Hirer will ensure that throughout the term of the Agreement the Equipment (including any replacement equipment provided during the term of the Agreement) is insured with an insurance company of good repute or with Lloyds underwriters against loss or damage from all risks. The Hirer shall ensure the insurer is notified the Equipment is on hire from the Company and request the insurers to endorse a note of such interest on the Policy of insurance naming the Company as loss payee and shall not use or allow the Equipment to be used for any purpose not permitted by the terms of the policy of insurance or do or allow to be done anything or act whereby the insurance may be invalidated. The Hirer shall indemnify the Company against all loss or damage to the Equipment not recoverable under the policy of insurance.

7.2. If any Equipment is declared a total loss, the hire thereof shall terminate. In such event the Company shall apply any proceeds or insurance received by it at its option:

7.2.1 towards a replacement of equivalent value which replacement shall be deemed to be included in this agreement for all purposes and the Hirer shall continue to be liable to any Rental as if such loss had not taken place, or

7.2.2 in or towards payment to the Company the sum necessary to compensate the Company for the loss suffered as a result of the loss of that Equipment.

7.3 The Company shall have the right itself to repair or have repaired any Equipment which suffers damage. If the Company does not choose to do so the Hirer shall be liable to reinstate or repair at its own expense any of the Equipment which has not become a total loss. The Company reserves the right, in the case of any damage to the Equipment to invoice the Hirer Rental in respect of such Equipment during reinstatement or repair whether by the Company or the Hirer.

7.4 The Hirer will be liable to pay to the Company any amount deducted by the Insurers by way of excess or in respect of damage caused to the Equipment prior to the date of total loss and (subject to the application of insurance proceeds under clause 7.2.2 above) shall indemnify the Company against all and any loss suffered by it in consequence of the total loss of all or any part of the Equipment.

7.5 For insurance valuation purposes all equipment will be charged to the hirer at the rate offered to the Hirer in the Company's price lists current from time to time or such other prices as may have been agreed in writing between the Company and Hirer.

**8. Extension of hire**

The Company will always endeavor to accommodate the extension of a hire. However in exceptional circumstances the Company reserves the right to call back any equipment (in part or in full) on its due off hire date (or an agreed date after the original off hire date). If the hirer fails to return equipment requested by the Company under this clause the Company reserves the right to impose a surcharge reflecting the loss of earnings from subsequent hires requiring the equipment retained by the Hirer.

**9. Cancellation**

Without prejudice to any other right or remedy available to the Company in the event of the cancellation of an order by the Hirer the Company reserves the right to make a cancellation charge as follows:

<u>Notice Given of Cancellation</u> :	Less than 48 hours	100% of Total Hire Charge
	2 – 30 days	50% of Total Hire Charge

**10. Termination**

10.1 The weekly rate charged is relevant to the period of hire. If a hire is foreshortened the rate due will be amended in line with the rate shown in the Company's price lists current from time to time or such other hire charges as may have been agreed in writing between the Company and Hirer.

10.2 The termination of the Agreement and the hire thereby created for any reason whatsoever shall not affect any other right or remedy of the company against the Hirer without prejudice to the generality thereof shall not affect the right of the Company to recover from the Hirer any hire charges and other monies due to the Company at the date of such determination and shall not affect the Company's right to recover damages from the Hirer in respect of any breach of these Conditions.

10.3 The Agreement may be determined as terminated by the Company forthwith by written notice given by the Company to the Hirer to that effect on the happening of any of the following events namely if the Hirer fails to pay any charges hereunder within seven days of the same having become due (whether demanded or not) or fails to observe or perform any other of these Conditions or if the Hirer commits any act of bankruptcy or being a company which goes into liquidation or has a Receiver appointed in respect of the whole or any part of its undertaking or assets or is subject to a Receiving Order or makes any arrangement with or assignment for the benefit of the Hirer's creditors or if distress is levied or threatened on any of the Hirer's property or if the Hirer abandons the Equipment.

## **Insurance Guidance**

Insurance of all equipment is the responsibility of the Hirer.

Under the terms of your Contract of Hire, insurance covering the equipment for its full replacement value must be effective from the day you take delivery and whilst the equipment is in your possession.

For your guidance we list below conditions which would apply in all cases where insurance of radio equipment is required.

A. It is a firm condition of insurance cover that all due care is taken of the equipment whilst it is in your possession. Loss of any item deemed as negligence on the part of the hirer or their servants could invalidate the insurance cover.

Detailed conditions of A. are as follows:

1. Accurate records shall be maintained of all personnel issued with equipment, details of which shall be produced for all insurance claims.
2. When not in use, storage of equipment must be in a SECURE PLACE UNDER LOCK AND KEY or under the supervision of security personnel.
3. Missing items must be reported to Onsite Communications within 12 hours of loss and written confirmation given within 7 days.
4. All losses must be reported to the Police; details of the investigating officer, together with the station details must be given for insurance verification.
5. A representative of the hirer is required to attend and verify quantities of hired equipment being returned at the time of collection by an Onsite representative.
6. If the hirer fails to comply with Item 5 or if the hirer abandons the equipment prior to collection, these non-compliances will deem the hirer as being negligent.
7. Ensure that all equipment is fully covered by full replacement, all risks insurance, the total equipment value to be covered is shown on the contract. Notwithstanding throughout the Hire Period, the Equipment and the Additional Equipment shall be at the risk of the Hirer and the Hirer shall be liable for any loss, theft, non-return or destruction of (charged at Onsite Communications replacement cost) or damage to the Equipment and Additional Equipment howsoever caused during the hire period.

## **Important Notice**

### **Overdue Returns**

Due to the extra work involved in processing items returned after the due collection date a handling charge of £10.00 per consignment will be deducted against any credit due.

### **Credit Notes**

Should it be necessary to issue a credit note against items eventually returned a handling charge of £15.00 per credit note will apply and be deducted from any sums due.

### **Credit Remittance**

Please note in cases where the invoiced value of non returned items is less than the total handling charges no refunds will be made.