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## Company Terms & Conditions for Hire

### Licence

Our own current Radio Suppliers Licence covers all equipment within this hire agreement unless otherwise stated

### Service

In the unlikely event that your equipment does become faulty, a replacement unit will be sent to you within 24 working hours (subject to fair wear & tear). Further options to suit individuals needs can be discussed

### Insurance

All equipment whilst on hire is the responsibility of the hirer. Should any equipment be lost, damaged or stolen during the hire period then a full repair or replacement cost would be charged at the full retail value. Should you require the specific costs at the start of the hire, please request this in writing from your account manager. Costs for lost or damaged equipment can be negotiated at the end of the contract.

All equipment remains the responsibility of the hirer until all equipment is returned in full.

You will be notified with 5 working days of the equipment being returned of any missing items from the hire of which you will then be given seven working days to return the equipment. The purchase order provided for the above contract will be used to invoice for any missing or damaged equipment.

### Payment Terms

Strictly 30 days from date of invoice, subject to a satisfactory credit assessment should you not already hold a valid account with us. We will require an official order or an order on your letterhead should you be dealing with us for the first time, a refundable deposit maybe required before this hire commences and/or credit card used for payment and/or security & can be used against loss or damage of hire equipment.

### 1. Definitions

1.1 In these conditions the 'Owner' means Wall to Wall Communications Ltd, Registered Office at 310 Brighton Road, Belmont, Surrey, SM2 5SU and shall include its successors.

1.2 The 'Hirer' means the Hirer named on the hire agreement. 'Equipment' means the equipment specified on the hire agreement and shall include all accessories, replacements, renewals & additions.

1.3 The equipment shall remain the property of the Owners including all accessories, replacements, renewals & nothing contained in the contract shall confer or be deemed to confer on the hirers any interest in the Equipment.

1.4 The Hirer shall assist the Owner to re-possess the equipment if the Hirer has lost or otherwise relinquished possession thereof during the hire period in breach of these conditions. Even if the equipment is treated as lost, under these conditions it shall remain the property of the Owner.

### 2. During the period of hire the Hirers shall:

2.1 Take all reasonable measures to ensure the safety of equipment. Full replacement, all risks insurance of the equipment must be in effect from the time of delivery, during the hire period to the point of removal by the Owners or Carriers on the Owners behalf. In the event of any loss under the policy the Hirer shall prosecute its own expense a claim against the insurers with due diligence and shall hold any proceeds for the benefit of the Owner who shall allow the Hirer such part of the proceeds as the Owner may in absolute discretion deem reasonable.

2.2 Keep the equipment in their possession at all times and not remove same from the agreed site, except for return if suspect or the termination of hire, when the item(s) will only be returned to Wall to Wall Communications Ltd, Unilink House, 21 Lewis Road, Sutton, Surrey, SM1 4BR Tel: 020 8770 1007.

2.3 Not tamper with, attempt to repair or to adjust any component part, nor to allow any persons other than the Owners or their appointed agents so to do. The Owner is expressly excluded from any liability in respect of any defect or inadequate performance of the equipment caused by accident, misuse, neglect, tampering with or modifications to the equipment or by any attempt at internal adjustments or repair by any person other than the authorised representative of the Owner.

2.4 The Hirer agrees not to sell, assign, let share, pledge, mortgage, charge, encumber or part possession of or otherwise deal with the equipment or any interest therein or create or allow to be created any lien on the equipment and in the event of a breach of this clause by the Hirer the Owner shall be entitled (but not bound) to pay to any third party all such sums as may be necessary to procure the release of the equipment from any charge, encumbrance or lien, and to recover such sum from the Hirer forthwith.

2.5 The Owners will terminate the hire immediately and without notice, if the Hirers allow any breaches of Clause 2.3. If the hire is so terminated by the Owners, the Hirers shall be liable to pay the remaining hire period at the agreed rate also for any legal costs incurred in the recovery of the equipment. The Hirer shall permit or arrange for the Owner access to where part or all of the equipment is located for the purpose of its recovery.

2.6 All equipment leaves the Owners premises in the good working order. The Owner will deliver the equipment to the Hirer at the Hirers expense. The Hirers acceptance of delivery of the equipment shall be conclusive evidence that the Hirer has examined the equipment and found it to be complete, in good condition fit for any purpose for which it may be required and in every way satisfactory, unless any discrepancy is reported to us in writing, email or fax within 4 hours (during normal working hours) of receipt of the consignment.

2.7 It is the responsibility of the Hirers to inform the Owners immediately of any need for repair during the hire. Repairs are free of charge, with the exception of faults and damage incurred under Clause 2.3. If, however the Hirers request a site visit by the Owners engineer, this will be chargeable and an official order should be placed to cover the same. If the equipment or any part thereof is returned by the Hirer to the Owner in a damaged or dirty condition, the Owner shall be entitled to repair, clean or replace the equipment or any part thereof at the Hirers expense. In such case the hire period shall be extended until completion of the repair, cleaning or until a replacement is effected providing that the amount of additional hire charge payable under this clause shall not exceed the hire charge payable under this agreement for a hire period of 13 weeks.

2.8 The hire charge for the estimated hire period shall normally be payable by the Hirer in advance unless otherwise agreed in writing by a Director or Owner. Any further hire charges or other sums payable under this agreement shall be paid forthwith by the Hirer on demand.

2.9 The Owner may without prejudice to any other right or remedy determine the contract forthwith by giving the Hirer notice in writing if the Hirer has failed to pay any charges due or to comply with any other obligations on his part and to recover our goods.

2.10 The Owner may at his discretion charge interest on accounts overdue by at least 30 days at 2% over bank base rate. Any expenses incurred in charges for a 3rd party collection of the debt or recovery of our goods will also be added to the outstanding account.

2.11 Hirers may request an extension to the hire period and, subject to availability the Owners agree to consider the request providing all clauses have been adhered to at terms to be mutually agreed. Should a hire agreement be terminated before the end date, 50% of the outstanding hire will be payable. Full payment will also be due for missing or damaged items upon the termination of the hire agreement.

2.12 At the termination of the hire period, it is the Hirers responsibility to ensure the safe return of all equipment. Hire charges will accrue on a daily basis. Approved carriers are to be utilised for this purpose and the proof of delivery attained. If the equipment or part thereof is not returned, due to theft, damage beyond repair, destruction or any other reason the Owners reserve the right to charge the Hirers, by invoicing the replacement of item(s). Collection of equipment can be arranged by the owners at the Owners expense.

2.13 Due to the limitations of the channels available in the United Kingdom, by OFCOM it is impossible to guarantee freedom from interference from other users, but the Owners will attempt by means of privacy features to minimise to the best of their abilities any outside interference. If you receive notification that you are causing interference from or to another user please inform us at once with as much information as possible about the third party. We shall then do our utmost to resolve the problem. If the Hirers operate the equipment on hire using their own licence(s) they are wholly liable for conforming to all acts, statutory instructions & regulations as to the location, use & operation of the equipment from time to time being in force. The Owner shall not be liable in any way for any costs or charges arising from the breach of any statutory or other regulations or from any alteration there in. If as a result of any breach the equipment is confiscated or otherwise delayed in its return to the Owners, hire charges at the rate previously agreed will be levied until the equipment is returned to the Owner.

2.14 Hirers can cancel the dispatch of the equipment by giving five working days notice. Shorter notice of cancellation could result in one weeks charge if an alternative hiring cannot be found. Every effort will be made by the Owners to facilitate delivery of the equipment on the due date. However, if for any reason beyond the control, of the Owners, this is impossible, they cannot accept liability for any loss however caused.

2.15 Any notices required to be given under the provisions of this agreement shall be deemed to be sufficiently served if such notices are sent by prepaid recorded delivery post, addressed to the Hirer at its last known address and in case of the Owner at its registered office.

2.16 The Hirer shall indemnify in full and keep indemnified the Owner (including any officers, employees, consultants & sub contractors of the Owner) against any loss, damage, cost or expense that is directly or indirectly attribute to a negligent act of the Hirer in relation to its use of the Equipment and/or wilful misuse of the Equipment by the Hirer.

2.17 As required of the Health and Safety at work 1974, the Hirer is required to ensure that the following information is brought to the attention of all personnel involved in the use of the equipment. In general terms the equipment may be classified as electrical and electronic and in most cases is accompanied by instruction sheets. Each item of equipment is checked and supplied in accordance with manufacturers published specifications and when used in normal and prescribed applications and within the parameters set for electrical performance will not cause danger or hazard to health or safety as long as normal engineering and safety practices are observed.

3.1 Notwithstanding anything else in the Agreement, nothing in this Agreement shall exclude or restrict liability for fraud or for death or personal injury cause by negligence.

This agreement shall be constructed and governed and enforced according to English Law.

## Company Terms & Conditions for Sale

### Delivery

Delivery of service to commence on date as arranged. An Official Order will be required prior to delivery of service and upon receipt of an official order you confirm and accept the terms and conditions below. This quote will be valid for a 30 day period.

### Payment Terms

In accordance with Wall to Wall Communications Ltd standard terms and conditions all invoices will be raised upon receipt of a purchase order. Payment will be due 30 days from date of invoice unless otherwise agreed within your contract. Annual maintenance contracts will be invoiced upon receipt of a purchase order and must be paid prior to attendance.

For all orders above the value of £10,000.00 the following payment terms will apply:-

30% payment of total invoice/quote upon receipt of purchase order, a further 50% payment of total invoice/quote upon installation/delivery and the balance of 20% payment of total invoice/quote 30 days from installation/delivery.

### Safety

It is important to ensure that any users of the system are aware of the Equipments correct control and operating procedures.

### Warranty

Any equipment purchased on a supply only basis will carry a 12 month warranty unless stated otherwise. This covers the equipment only and not any remedial installation, repairs or service costs. Any defects identified with the equipment during this time period as a result must be returned to Wall to Wall Communications Ltd, at clients cost and a suitable repair or possible replacements will be undertaken at the company's discretion.

Any warranty will be invalidated if

- Installation, maintenance or repairs are carried out by personal not authorised by Wall to Wall Communications Ltd.
- Communications equipment is not maintained in accordance with recommended maintenance schedules.
- Equipment is subject to operational misuse, malicious or accidental damage.

### Existing Equipment

In the event that existing equipment has been specified for reuse, Wall to Wall Communications Ltd assumes that these are fit for purpose. Wall to Wall Communications accepts no liability nor offers warranty on any existing equipment.

### Service/Maintenance

Wall to Wall Communications strongly recommends that serious consideration is given to taking out a Service and Maintenance Package. This is to help maximise equipment life and minimise down time.

### OFCOM

Should you suffer from external interference, 'the company' will report this, on behalf of 'the client' to OFCOM. However, 'the company' cannot be held responsible for any air bound or external interference, incorrectly OFCOM issued frequencies or pirate stations. This list is not exhaustive. Full terms and conditions can be found on OFCOM website.

If OFCOM are required to investigate any of the above problems, they will require a fully detailed report to enable them to proceed.

### Completion/delivery of works