

Ninehundred Communications

Terms & Conditions of Trade (Page 1 of 3)

Any order placed by you with Ninehundred Communications for Sale, Hire, Repair or Maintenance of equipment is governed by these Terms and Conditions of Trade. These Terms and Conditions form the basis of a contract between you and Ninehundred Communications. Check the paragraphs below very carefully and make sure you understand our conditions of trade, it is your responsibility to check these details and by proceeding with an order it is assumed that you have accepted them even if you have not physically signed a copy. Our acceptance of your order is subject to a check on your credit status.

1. HIRE PERIOD

Whilst the Equipment is on hire you must pay hire charges. The hire period for the Equipment is subject to a minimum period of 7 days. The hire period starts on the day you receive the equipment. This hire contract will terminate on the later of:

- 7 days from the hire date
- The return date on the order
- The date of return of the Equipment to Ninehundred during normal working hours
- Notification to us in writing that the Equipment is unreturnable (whatever the reason)

If the equipment remains on hire beyond the return date on the order then Ninehundred reserves the right to:

- Vary any of the terms and conditions of hire with a minimum of one weeks written notice
- Vary any of the hire charges with a minimum of one weeks written notice
- Demand immediate return of the equipment

2. VARIATION & CANCELLATION

In the event that you cancel or vary the order, we will endeavour to mitigate the costs to us of the cancellation or variation. You are however liable for any costs incurred by us as a result of the cancellation or variation up to a maximum of the order value and including the full cost of any equipment purchased to meet the requirements your order.

3. DELIVERY & COLLECTION of EQUIPMENT

You pay for delivery and collection. You must check all the Equipment we have sent to you conforms to the order. If you don't let us know about any problems within 48 hours we'll assume everything has been delivered as you requested it and is in full working order. You must communicate all relevant matters to us in writing. If a delivery or collection fails because you or the Equipment was not available, you will be liable for the cost of the failed delivery or collection. We'll do our very best to meet agreed delivery and collection dates, but in the unlikely event of a delay we won't accept any liability for the consequences or costs of such a delay.

Collection - If you tell us after midday you will be charged hire for that day. If you tell us after midday on a Friday you will be charged for hire over the weekend. Do not assume that Ninehundred will automatically collect equipment on the return date on the order. Ninehundred don't automatically collect any Equipment and you will pay hire charges until it arrives back at Ninehundred. If you have specified a collection date please make sure it is correctly recorded on the order details. You can make your own arrangements to return the Equipment to Ninehundred but you must make sure that whoever returns it back gets the signature of a Ninehundred employee as proof of delivery. You can ask any time for a list of Equipment you still have on hire but we won't provide this information unless you ask. It is your responsibility to tell us if a site is closed or we will assume that any Equipment not returned to Ninehundred is still on hire and you will continue to pay for hire of any outstanding Equipment. It is not Ninehundred's responsibility to keep track of the Equipment in your care. It is your responsibility to ensure that all goods are adequately packaged to offer protection and security. You will be charged for any damages or missing items if you have not adequately packaged the goods.

4. TITLE TO THE EQUIPMENT

At all times Ninehundred will remain the owner of the Equipment until paid for in full. The risk for this Equipment will pass to you when the Equipment is delivered to you. You are obliged under this agreement to insure the Equipment against loss, theft or damage, and provide us with evidence of your insurance cover if we ask for it.

5. FAULTY HIRE EQUIPMENT

You must tell Ninehundred in writing about faulty Equipment and we will replace it as quickly as we can, typically within 48 hours. If you don't send faulty Equipment back within 48 hours of receiving a replacement then you pay rental charges on the faulty Equipment as well as the replacement Equipment until the faulty Equipment is returned. Ninehundred cannot accept responsibility for, nor provide support for, interfaces or links between Ninehundred and other equipment. If, on return to Ninehundred, equipment proves not to be faulty, you will be liable for the carriage charges relating to the dispatch of the replacement and the return of the original equipment.

6. GOVERNMENT LICENCES/PERMITS

Although we are happy to assist you with obtaining any necessary licences and permits required to operate the Equipment, it is your responsibility to do so, unless you are using our short term rental frequencies which we will provide you the details of on every hire.

7. NETWORK & RADIO COVERAGE

Ninehundred hire Equipment but we don't run networks. We can help you with information about network coverage but we cannot guarantee or be liable for its accuracy. For example, if you are using your own SIM card make sure you check with your network provider that it will work where you want it to. You will still have to pay for the Equipment hire even if there is no network coverage and regardless of whether it is your own or Ninehundred SIM card. In addition we can't guarantee that radios will operate without interference from external sources such as other radio installations. We will however make every effort to select frequencies and design your system to minimise the chance of external interference.

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8. DAMAGE

If you damage our Equipment you will be charged for the repairs that Ninehundred decides are necessary or, in the case of complete loss, for replacement of the Equipment at the full new retail price. You are entitled to inspect the equipment at Ninehundred premises and within 7 days of the date of return before repairs are carried out.

9. INSTALLATION

You shall, at your own expense, make sure all preparatory work is carried out in a timely way so as to ensure a smooth and proper installation, assembly or repair of equipment. If delays occur for which you are responsible you will be liable for all additional costs incurred by Ninehundred or its agents as a result of the delay.

Any work performed on the equipment or parts used will be charged at the Ninehundred standard labour rate and parts cost currently in effect at that time. Travel time to and from the installation site(s) will be charged separately.

Ninehundred shall only be liable for the proper handling and assembly of the equipment. No liability is accepted for any work of Ninehundred's employees or agents which is not related to delivery or assembly.

10. LOST OR UNRETURNED EQUIPMENT

If you are unable to return the Equipment to Ninehundred for whatever reason then you must let us know immediately in writing. You will be charged the full new retail price of any lost Equipment. As long as you pay any such charges within 14 days of the invoice date then you will only be charged rental up to the day we received the written notification. If you take longer than that to pay then the hire period will continue until the day Ninehundred receives the payment and hire charges will be applied right up to that date. Should equipment previously notified as unreturnable be subsequently found within 3 months of the original notification, you will be liable for all rental charges up to the date of return. You will be credited for any lost equipment charge relating to the returned equipment, provided the equipment is in good working order.

11. THE ADDITIONAL RESPONSIBILITIES

You may not alter, deface, damage the Hire Equipment or the identification labels in any way. You will be responsible for damages incurred due to inappropriate packaging for returned Equipment; we shall provide photographic proof of such incidents. You cannot take the Equipment outside the UK nor allow the Equipment out of your possession without Ninehundred's written permission. You must make sure that the Equipment is used safely by competent users and that all necessary health and safety and licensing regulations are complied with where appropriate. It is your responsibility to make sure the Equipment is fit for the use you intend. You must allow us to inspect our Equipment at all reasonable times upon us giving you reasonable notice and you will have to pay for all costs incurred in locating the Equipment. Ninehundred accepts no liability for any consequential loss resulting from non-performance of this contract or from your failure to meet your responsibilities.

12. TERMS OF PAYMENT

Ninehundred's terms are 14 days from invoice date for loss, damage or unreturned Equipment charges (remember if you exceed this then you must pay hire charges right up to the date you settle the invoice) and strictly 30 days from invoice date (unless otherwise negotiated) for all other charges normally by direct debit. If you exceed these terms, or break any other clauses in this contract, then we reserve the right to do any or all of the following:

- Cancel this hire contract (and any others you may have with us)
- Recover our Equipment, we retain the right under this agreement to enter your premises in order to recover the Equipment, and you grant us an irrevocable license to do so for this purpose
- Refuse to make any further hires to you or exchange any faulty Equipment you have on hire
- Charge interest on any late payment which you make at the rate of 8 % per year over the Bank of England base rate in force from time to time on any amount due from the date it became due until the date when the payment in full (including interest) is received by Ninehundred both before and after any judgment
- Recover reasonable debt recovery costs
- In the case of stage payments for part shipment, withhold any further shipments

No offsetting by you shall be permitted except in respect of such counterclaims, which Ninehundred Communications does not contest, or are subject to a final court order.

13. WARRANTY

Ninehundred Communications liability is limited to the provisions of the warranty provided by the manufacturer, unless a Maintenance Contract or Rental Agreement is in place for which there will be a separate contract.

14. LIABILITY

Except as set out in these terms and conditions we shall not be liable to you

- For any defect in any Equipment supplied to you.
- In respect of any indirect or consequential loss (including loss of profits) however this has been caused

15. LAW

These terms and conditions are subjected to English Law and the jurisdiction of the English Courts.

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I confirm that I have understood and accept the terms and conditions of trade (Parts 1-15) set out above.

Signature.....
Position
For and on behalf of

Name
Date

Signature.....
Position
For and on behalf of Ninehundred communications

Name
Date