

Please read the below procedures & terms which govern all hires from EMC Hire. If you have any questions or concerns, please do not hesitate to [contact us](#).

## PROCEDURES

- Please contact us via telephone, email or web enquiry to check the availability of any required items before placing any orders with us.
- We accept reservations of equipment by telephone or email; however, due to requirements of other clients, we may ask you for a purchase number or payment to secure the booking. If you are unable to secure the booking, we reserve the right to provide equipment for hire to the first secured booking. Should this situation arise we will endeavour to provide a suitable equivalent where practicable.
- Whilst we appreciate your custom, please note other clients may secure equipment immediately after your specific hire period. Should an extension to the hire beyond your original order be required, informing us as soon as possible increases the likelihood that the equipment hire may be extended and avoid the equipment being collected at the end of your original hire.
- In the event of dissatisfaction / malfunction, please call us immediately so that the matter can be resolved. We are unsympathetic to claims of inoperable equipment at the end of the hire period for obvious reasons.

## TERMS

Hire of equipment is subject to the following terms of business which may NOT be varied without our written consent.

Clause headings are inserted for convenience only and shall not affect the construction of the agreement.

### Operation

1. Please remember that all unlicensed transmissions are illegal and come under the Radio Investigations Branch of OFCOM within the UK, or appropriate authorities in other jurisdictions.
2. The equipment must only be used by properly qualified operators in accordance with the manufacturers published specifications, and any appropriate health and safety regulations. We may seek additional assurances that the named end user is competent and understands any dangers of using such equipment.
3. Where knowledge of the equipment operation is in doubt, please make this known to us. In some cases, we can arrange for an engineer to deliver and instruct on set-up and use. Engineers can remain on site to oversee the complete operation of the equipment, if required (additional charges will apply for these services).

### Period of Hire

4. There is a minimum hire period of 2 days, subject to a minimum hire charge of £75.00, but there is no maximum hire period.

5. For extension periods on the original hire, an order (credit or debit card payment) should be received as soon as possible, and no less than 24 hours prior to commencing the new hire period.
6. Retention of equipment without order cover is not permitted and will result in additional administration and hire charges, which will be no less than the charge for a 2-day hire period.

### Payment

7. For account holders, payment of all hire charges including delivery charges are to be made within 30 days of the date of invoice which is issued on the first day of hire. Where an invoice is outstanding for over 30 days, we reserve the right to refuse any new or extension of hire until payment is made in full with interest charged at the Bank of England Base Rate plus 4%. All hire charges must be paid without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.
8. For non-account holding clients, payment in advance will be required. An account may be applied for subject to status and a satisfactory credit check.

### Lessee's Responsibilities

9. We retain ownership of all equipment at all times and accordingly you must not sell, assign, modify, repair or technically adjust, lease, hire or otherwise dispose of the equipment without prior permission.

The lessee shall, during the term of the hire agreement:

- a. ensure that the equipment is kept and operated in a suitable environment and used only for the purposes for which it is designed and in a proper manner by trained competent staff;
  - b. not remove any identification number, mark, nameplate or calibration certificates which are on the equipment;
  - c. prevent the equipment from being confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the equipment is so confiscated, seized or taken, the lessee shall notify the leaser and the lessee shall at its sole expense use its best endeavours to procure an immediate release of the equipment and shall indemnify the leaser on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
  - d. not transport equipment beyond EU borders without prior permission from EMC Hire.
10. Any damage to equipment will be assessed on receipt at our premises and charged for accordingly. In the first instance, we will discuss the fault found with the client and send a fault reporting form. As such, during the period of hire, the lessee shall:
    - a. insure, at the client's expense, against loss of or damage to the equipment at a sum equal to the replacement cost and agrees to assign the benefit and proceeds of such insurance to EMC Hire or hold them on trust for EMC Hire Ltd; or,
    - b. accept liability for any loss or damage to the equipment and make good to EMC Hire Ltd at a sum equal to the replacement or repair cost.

## Delivery & Returns

11. We will discuss methods of delivery & return, and confirm the method and costs within our quotation. Approximate dates for delivery will be quoted; however, EMC Hire will not be liable for any delay in delivery howsoever caused. Time for delivery shall not be the essence of any contract.

12. Whilst we endeavour to transport equipment in working order for immediate use, incidents can occur in transit. In the event of equipment malfunction, you must notify us immediately within 24 hours so we can take appropriate action, of which any delay may result in the hire charges still being applied. A replacement unit will be supplied where possible.

The equipment will be collected on completion of hire as per our quotation unless alternative arrangements are agreed in advance with EMC Hire in accordance with the procedures outlined above. Where a client changes return or collection requirements, additional charges may apply.

13. If the equipment is not ready for collection as agreed, additional charges will apply for a further attempt at collection. Where collection is not possible within 1 working day of the end of the hire period, additional administration and hire charges will apply which will be no less than the charge for a 2-day hire period.

The equipment will not be formally checked or tested until it is received at our premises although if collected by us, our driver will do a visual check to confirm the consignment is complete.

14. Overseas clients may be required to complete an overseas acceptance form stating the end user and delivery location. Hire will be deemed to run from delivery time to return time, regardless of shipping and customs delays. Clients may be required to provide proof of insurance cover for operation of equipment outside the EU.

## Liability

15. Whilst we endeavour to provide sensible and practical advice concerning equipment available for hire, it is your responsibility to ensure the correct choice of equipment and ascertain the suitability for the purpose required, whether you are an agent or end user.

16. You will be solely responsible for and shall indemnify EMC Hire against any loss, damage, injury or death to persons or property in connection with the hire or use of equipment, howsoever arising, to the extent permitted by law.

17. Under no circumstances shall EMC Hire accept liability for any indirect or consequential loss incurred by the client, including for any failure or delay in performance of the equipment. In respect of all other losses, liability of EMC Hire shall in no circumstances exceed 100% the price of the hire.

## Cancellation

18. If after placing an order for hire of equipment, you then cancel the order or part of the order, we reserve the right to charge a proportion of the original contract taking into account the amount of notice given.

19. If you are a client acting for purposes outside the normal course of your business and the hire agreement is concluded by means of distance communication e.g., email or telephone etc. then you may have a right to cancel this contract under the Consumer Protection (Distance Selling) Regulations 2000, except where the hire equipment has already been delivered to you or collected by you.

## Termination

20. If you commit any breach of the terms of business, we may terminate the contract of hire immediately and require payment of all hire and delivery charges. If you become insolvent, we reserve the right to terminate the contract immediately and collect all hire equipment from your premises.

## Entire Agreement

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting these terms and conditions of business except as expressly provided in this document.

## Assignment

22. The contract evidenced by these terms and conditions of business may not be assigned by either party without the consent of the other party.

## Waiver

23. Failure to enforce any of these terms is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.

## Severability

24. Any part of a term which is wholly or partially void, invalid or unenforceable shall be severed from the remainder which remains enforceable.

## Force Majeure

25. If a party is obstructed in performing any of its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance has been suspended for more than 7 days, either party may terminate the Contract by immediate written notice.

## Notices

26. Any notice to be given by either party to the other shall be in writing, shall be sent by first class pre-paid post to the other party's registered office or to such other address as to which any party may from time to time notify the other and shall be deemed to be served 2 days after the date of posting.

27. In proving such service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities.

## Third Party Rights

28. For the purposes of the Contracts (Rights of Third Parties) Act 1999, this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## English Law

29. This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

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