

General Terms & Conditions for Hire of Radio Equipment

By hiring Goods from Amherst Enterprises Limited, the hirer is deemed to have agreed to these Terms & Conditions.

1 - THE HIRER SHALL:-

- (a) Collect the Equipment from Amherst Enterprises Limited representative or premises at the beginning of the hiring and return to them thither at the termination thereof, unless delivery is arranged.
- (b) Pay the said hire/rent in advance on collection or delivery of the Equipment/weekly in advance/immediately on the termination of the hire.
- (c) Use the Equipment only for the purpose for which it is designed.
- (d) Maintain the Equipment in the same working condition and appearance and state of pair as they now are and in default of so doing pay to the Owner on demand the cost of putting the same in such condition appearance and state of repair howsoever any damage may be caused.
- (e) In the event of loss of the Equipment or any item thereof from whatsoever cause forthwith pay to the Owner the cost of replacement thereof.
- (f) Not part with the possession of the Equipment or any item thereof.
- (g) Not attempt to assign the benefit of this agreement.
- (h) Immediately on request advise the Owner of the whereabouts of the Equipment.
- (i) Not pledge the Equipment or any item thereof nor allow the same to be taken in execution.
- (j) Return the Equipment to Amherst Enterprises Limited representative or premises upon the date of termination of the hiring and in default of so doing pay to the Owner by way of liquidated Damages in respect of each subsequent day a sum equivalent to the hire rent payable in respect of each day during the period of the hiring. Such sums to be paid without prejudice to the Owner's right to greater Damages for such default in the event of greater loss.
- (k) Responsibility for insurance and liability for, loss or damage to equipment rests entirely with the customer.

2 - This agreement shall determine forthwith (without prejudice to any antecedent claim of the Owner) and the Goods may forthwith be repossessed by the Owner in any one or more of the following events:-

- (a) The Commission by the Hirer of an act of bankruptcy or his entry into any agreement with his general body of creditors.
- (b) The breach by the Hirer of any stipulation herein contained and on his part to be observed and performed.

3 - The Hirer hereby declares:-

- (a) That he is otherwise legally entitled to enter into this agreement on his own or (if he shall enter into the same on behalf of another individual or on behalf of other individuals or a limited Company) that he has full authority to do so.

SETTLEMENT TERMS

Unless specified otherwise on the invoice settlement terms are, 30 days strictly net. Thereafter accounts become overdue. The Company reserves the right to charge interest on any overdue account at the rate of 2% per month.

The Company will also be entitled to reimbursement of all external or additional costs and expenses reasonably incurred in the enforcement of its rights under this clause including but not limited to, the payment of agency and legal fees and expenses whether incurred before or after the legal proceedings.

DELIVERY AND COLLECTION

If requested, we will deliver the Equipment to you at a UK address. We will use a postal or courier service that insures the Equipment and that will require a signature upon delivery. The Equipment becomes the responsibility of the Hirer at the point where it is received by the Hirer. The Equipment must be returned to Amherst Enterprises Limited using a "signed-for" and suitable insured postal or courier service. The Equipment remains the responsibility of the Hirer until it is received at Amherst Enterprises Limited's premises.