



EQUIPMENT HIRE ORDER FORM

Customer Name: _____

Alltrade Account No: _____ Ordered by (name): _____

Delivery Address (if different from normal account address): _____

Special instructions (site contact etc.):

Deposit: £ _____ PAID TO BE COLLECTED BY CASH CHEQUE CREDIT CARD
(Deposits are not required from Credit Account holders)

Equipment To be Hired	Serial Number	Rate <small>(Per Day)</small>	Rate <small>(Per Week)</small>	Rate <small>(Extra Days)</small>	Rate <small>(Extra Weeks)</small>	Trade Price <small>(for your Insurance)</small>	Deposit
S701 LABGEAR DVB T/T2/S/S2/C Signal Meter		£21	£42	£10	£31.50	£488.80	£140
MS-104B-SHDI MSOLUTIONS HDBaseT Spec 2.0 Tester		£50	£150	£25	£100	£3427.19	£1142.40
ALK-A3-TS ELOIK Optical Fibre Fusion Splicer		£72.50	£145	£36	£105	£1844.46	£530
HD TAB7 ULTRA ROVER 7" Touch HD Tablet Spectrum Analyser		£75	£150	£37.50	£112.50	£1839.95	£600

(All prices exclude VAT)

Please list here all accessories included with Hire (power supply, case etc.):

Hire Period: From: _____ To: _____ (maximum three months)

The period of hire is between the above dates, please advise ASAP if you wish to extend it. Please ensure you have all hired equipment listed above available for collection/returned on the date shown. If another collection is needed because all of the equipment was not ready/returned you will incur further charges.

Equipment to be: DELIVERED COLLECTED

Hire Charge: £ _____ (+vat based on above dates) Sales Order / Invoice No: _____
(Credit Account holders will be invoiced after OFF HIRE)

ON HIRE All rechargeable equipment will have been fully charged prior to delivery, if collected without a days notice a fully charged unit cannot be guaranteed and must be fully charged before you use it.

By signing below you agree for and on behalf of the Customer named above that your hire of the goods is subject to our Terms and Conditions (a copy of which is provided overleaf).

Received By: Name: _____ Signed: _____ Date: _____

OFF HIRE All equipment is tested upon its return and you must pay us our reasonable costs to repair or clean the equipment if you have returned it in a damaged or unclean condition.

Received By: Name: _____ Signed: _____ Date: _____

Checked & Tested By: Name: _____ Signed: _____ Date: _____

Reason for any additional charges: _____

ALLTRADE AERIAL & SATELLITE LTD. TERMS & CONDITIONS OF HIRE

1. DEFINITIONS:

- (a) 'We', 'Our' or 'Us' means ALLTRADE Aerial & Satellite Ltd.
- (b) 'You' or 'Your' means the individual/s, firm, company or other business hiring the Goods from or dealing with ALLTRADE Aerial & Satellite Ltd.
- (c) The 'Goods' means any and all items or services supplied by ALLTRADE Aerial & Satellite Ltd to You.
- (d) The 'Contract' means the agreement between You and Us for the hiring of Goods in accordance with these terms and conditions.
- (e) The 'Order' means the Equipment Hire Order Form, or any other order You place for the hire of the Goods.

2. THE GOODS:

- (a) These terms and conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Order constitutes an offer by You to hire the Goods in accordance with these terms and conditions. You are responsible for ensuring that the terms of the order are complete and accurate. Your order will only be deemed accepted when we issue written acceptance or (if later) when we make the Goods available to You, and the Contract will only commence when we make the Goods available to You.
- (b) Any samples, drawings, descriptive matter or advertising produced by Us and any descriptions or illustrations contained in Our advertising materials are for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- (c) The Goods may only be hired for a maximum period of three months from the beginning of the Contract. At the expiry of that period, the Contract will automatically terminate and You must return the Goods.

3. OUR CHARGES FOR HIRING GOODS:

You must pay the hire charges shown in the Order or otherwise agreed in writing between You and Us. Hire charges will be payable for the hire period set out on the Order. If, at the end of that period, we have not received the Goods in a clean and usable condition and confirmed this in writing to You (whether using the Off Hire section of the Order Form or otherwise) additional charges equivalent to the hire charges will be payable. Both of these charges will apply to Saturdays, Sundays and public holidays. You must pay all sums You owe when We ask for them.

4. PAYMENT:

Payment unless otherwise arranged shall be made on delivery of the Goods. If a credit application has been received & approved then payment may be made up to 30 days from the date of Invoice. If payment is not received by this time We reserve the right to levy a late payment charge based on the outstanding balance charged at 2.5% of the outstanding sum per month. We reserve the right to demand payment of all outstanding invoices at any time.

5. SAFETY INSTRUCTIONS FOR HIRED GOODS:

You must make sure that everyone who uses the Goods is properly instructed on how to use them safely and correctly, and that they have all the instructions We have supplied. You must make sure the Goods are not misused or damaged.

6. YOUR RESPONSIBILITY WHEN HIRING GOODS:

- (a) You become responsible for the risk of loss, theft, damage or destruction of the Goods when You or Your agent or representative receive them. If the Goods are delivered to You, this will be when Your responsibility starts. Your responsibilities include protecting the Goods and keeping them safe from the weather, theft, vandalism or improper use. At the end of the hire period stated on the Order Form (or when the Contract is terminated) You must return the Goods unless You have made arrangements for Us to collect them. Your responsibility does not end until we have given the confirmation described at clause 3 above. The Goods shall remain Our property at all times and You will not have any right, title or interest in or to them other than as set out in the Contract. You must provide Us with all access and assistance necessary for Us to recover the Goods or exercise Our rights under the Contract.
- (b) You will be responsible for any death, injury, loss or damage caused by the Goods being misused whilst they are hired to You.

7. ELECTRICAL GOODS:

The parts of the Goods which are electrical should only be used with the original plugs or sockets fitted to them. If You need to fit other suitable plugs or sockets to the Goods, this must be carried out by a competent person who must also return the Goods to their original condition. You must make sure You have a suitable supply of electricity for the Goods. Never use electrical Goods that are not earthed correctly unless the Goods are double insulated. You must comply with all regulations which apply to your use of the Goods (including but not limited to the Electricity at Work Regulations 1989), while You are responsible for the Goods.

8. MAINTAINING HIRED GOODS, BREAKDOWN PROCEDURES AND REPORTING ACCIDENTS:

You must make sure the Goods remain safe, clean and in working order and are not used for any unlawful purposes. If the Goods break down or are not working properly You must report this to Us immediately. You must not repair the Goods unless You are authorised by Us. You must return the Goods for Us to examine them unless We have agreed otherwise. You must tell Us immediately if the Goods are involved in any accident resulting in damage to the Goods or to other property, or injury to any person. You must take all necessary steps to make the Goods safe and to protect them against theft or damage.

9. LIABILITY:

- (a) All the times we quote for delivering or collecting the Goods are approximate. We will not be liable for any delays or failures caused by circumstances beyond Our reasonable control.
- (b) If the Goods break down or stop working properly, We will try to replace them or repair the fault as soon as reasonably possible after You have reported it to Us, but we shall not otherwise be liable for the Goods breaking down or not working properly.
- (c) Nothing in the Contract shall exclude or in any way limit Our liability for death or personal injury caused by Our negligence or any other liability which cannot lawfully be excluded or limited. We will not be liable for any indirect loss or any loss of business or profits, savings You expected to make, charges, wages, fees or expenses caused by the Goods or any part of them breaking down or stopping working properly. Our maximum aggregate liability in relation to the Contract whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the lower of the value of the Goods or the hire charges. Except as set out in these terms and conditions or otherwise expressly agreed in writing with You, We give no warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the Goods or their fitness for any purpose.
- (d) You are to indemnify Us in full and hold Us harmless from all expenses and liabilities We may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by You of any of Your obligations under the Contract.

10. INSURANCE, PAYMENT FOR HIRED GOODS THAT ARE LOST, STOLEN OR DAMAGED:

You must pay to Us the cost of replacing any Goods which are lost or stolen or damaged beyond economical repair. You must insure at Your own cost the Goods for their full replacement cost against all applicable risks. If You receive any money as settlement of any claim relating to the damage or loss or theft of the Goods, You must hold that money separately in trust for Us and pay it to Us when we ask You to. You must not negotiate any claim without Our permission.

11. TERMINATION OF THE CONTRACT:

We will end the Contract if You breach its terms, You become bankrupt or as a company, You start to be wound up or a receiver or administrator is appointed over all or part of Your assets, or You enter into any voluntary agreement. If we end the contract in these circumstances it will end immediately and we may repossess any or all of the Goods. If we end the contract, it will not affect Our right to recover any money You owe Us under this contract or damages we claim as a result of You breaching the contract.

13. GENERAL:

- (a) If any provision or part-provision of the Contract is unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable or (if not possible) deemed deleted (which shall not affect the validity and enforceability of the rest of the Contract).
- (b) You may not assign, mortgage, charge or deal in any other manner with Your rights and obligations under the Contract.
- (b) The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over such disputes or claims.