

SHOPWATCH / TOWNLINK USER APPLICATION FORM

PLEASE ENSURE ALL SECTIONS ARE COMPLETED, FAILURE TO DO SO WILL RESULT IN YOUR APPLICATION NOT BEING PROCESSED.

Store Name & Address:	
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.....	
.....Contact Name:	
Telephone No:	Fax No:

Invoice Name & Address (if different to the above) :	
.....	
.....	
.....Contact Name:	
Telephone No:	Fax No:
Official Purchase Order Number :	
<i>If you are part of a chain / a group of companies please advise us of the name & address</i>	
.....	
.....	

The equipment will be used on (please tick)		Shopwatch	<input type="checkbox"/>	Pubwatch	<input type="checkbox"/>
We Require (Please tick)	Purchase Minimum airtime rental 12 months	<input checked="" type="checkbox"/>	Hire Minimum airtime rental 12 months	<input checked="" type="checkbox"/>	Airtime Only Minimum airtime rental 12 months
		<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Equipment required (I.e. Quantity, type of equipment, etc)
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Payment Terms (Hired Equipment Only)

Please indicate whether you wish to be invoiced:	Quarterly	<input type="checkbox"/>	Six monthly	<input type="checkbox"/>	Yearly	<input type="checkbox"/>
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We agree that the equipment supplied to our store will be insured against loss, theft, or damage in accordance with DCRS Ltd terms and conditions of hire and that the signatory below confirms that they are authorised to enter into this agreement on behalf of the store named above.

Signed: On behalf of:

Print Name : Date:

Please return to the fax number or address below along with a covering letter/official Order and send to:

Unit 3, Chatsworth Technology Park, Dunston Road, Whittington
Moor, Chesterfield S41 8XA Fax: 01246 268886



Direct Communications Radio Services

Terms and Conditions of Hire

1. Definitions

- 1.1 In these conditions the "Owner" means Direct Communications Radio Services Limited, Registered Office at Edison Road, St. Ives, Huntingdon, Cambs, PE27 3LH and shall include its successors.
- 1.2 The "Hirer" means the Hirer named on the advice note. "Equipment" means the equipment specified on the advice note and shall include all accessories, replacements, and renewals and additions.
- 1.3 The equipment shall remain the property of the Owners including all accessories, replacements, renewals and additions and 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 at 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 Direct Communications Radio Services Limited at Edison Road, St Ives, Huntingdon, Cambs, PE27 3LH Tel: 01480 466300 or Unit 3, Chatsworth Tech Pk, Dunston Road, Whittington Moor, Chesterfield S41 8XA Tel : 01246 268600
- 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 with 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 hirer's 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 within 24 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.
- 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 of the 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 8% 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.
- 2.12 At the termination of the hire period it is the hirers responsibility to ensure the safe return of all the hire equipment directly to the owners offices as detailed in 2.2. Approved carriers are to be used for this purpose and proof of collection must be obtained and kept by the hirer. All boxes / transit cases must be securely packed and sealed prior to collection by the hirer. Where transit cases are supplied these must be fastened and locked tight using the tie wraps provided prior to collection. Any equipment that is returned damaged shall be subject to the clause detailed in 2.7. If any of the equipment or part thereof is not returned, due to theft, loss, damage or destruction beyond repair or any other reason then the owner reserves the right to invoice the manufactures full retail replacement cost. Hire charges will accrue on a daily basis at the original hire rate until such a time that the Owners replacement invoice has paid in full by the hirer.
- 2.13 Due to the limitations of the channels available in the United Kingdom, by the Ofcom it is impossible to guarantee freedom from the 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 instruments and regulations as to the location, use and 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 continue as detailed in 2.12 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 five days 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 and sub contractors of the Owner) against any loss, damage, cost or expense that is directly or indirectly attribute to a negligent act or omission 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.

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- 3.1 Notwithstanding anything else in this 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 construed and governed and enforced according to English Law.

V7.06.11.12