

Terms and Conditions of Sale

- DEFINITIONS.** The seller means Madison Brooks Ltd or any trading style or name used by Madison Brooks Ltd. The Goods means the goods, materials, services, instalment of order or parts of them by the seller to the buyer.
- Application.** These terms and conditions apply to all sale of Goods (Goods) shall be construed as meaning any item or article supplied by Madison Brooks Ltd (including all trading styles and names) The (Seller) to any purchaser (The Buyer) and shall apply in place and prevail any terms and conditions contained or referred in the buyers order or in correspondence or elsewhere or copied by trade customer practise or course of dealings unless specifically agreed in writing by a Director of Madison Brooks Ltd (including all trading styles). Any purported provisions to be contrary are hereby excluded or extinguished. Any buyer who objects to these terms and conditions must prior to delivery of the goods inform the seller in writing (not by email) of the objection whereupon the order shall be deemed to be cancelled.
- Quotations.** Quotations are not binding on the seller, a quotation by the seller does not constitute an offer and the seller reserves the right to withdraw or revise such a quotation or tender. The seller may refuse to accept any Order and may withdraw any earlier acceptances after which time they may be altered by the seller without giving notice to the buyer. An order will be deemed to be accepted subject to these conditions and the express terms and conditions of the quotation and no qualification or condition for quotation, order or other communication from the buyer shall form any term of contract unless expressly accepted in writing by the seller. A quotation will lapse in any event fourteen days after its date of issue. Quotations show our normal selling price (NSP) and any customer client discounted quotation price, in the event of late payment or other matters contravening our terms and conditions the seller reserves the right to apply the **NSP normal selling price** as shown on the relevant quotation and apply this NSP cost to the relevant referenced invoice.
- Prices.** Unless otherwise agreed in writing the prices charged will be those at the date of order acceptance. The prices stated in £ sterling and is ex sellers works exclusive of vat and other taxes levied and charges of a sensitive nature and of carriage, insurance, packaging, freight, installation and any other factor beyond the sellers control which increases the price before delivery to the buyer
- Order.** All orders are accepted subject to the buyers credit worthiness as determined by the seller. The seller at its sole discretion may limit, change modify or cancel the credit of any buyer or refuse or delay shipment if the buyers account is overdue, disputed or fail to meet payment terms or the credit financial requirements established by the seller from time to time. Such cancellation refusal delay or part shipment shall not constitute termination or breach of any order or agreement or contract by the seller. The seller will not be held responsible for any loss, damage or consequential loss suffered by the buyer.
- Delivery.** whilst every effort will be made to adhere to any agreed shipment dates such dates are not guaranteed to the seller on the date of the invoice. The seller accepts no responsibility for consequential loss for delayed delivery or non-delivery from any cause what so ever. Late delivery shall not be grounds for rejecting goods or terminating the contract. The seller may affect delivery in one or more instalments. Where delivery is affected by instalments each instalment shall be treated as a separate contract. Delivery of goods will be made to the permanent address of the buyer unless otherwise stated in writing or collection is made from the seller's premises with prior arrangement. The buyer shall check the Goods on delivery with the delivery note and inspect the goods on receipt of delivery for damage shortage or non-delivery. This must be reported by telephone immediately and in writing within three working days of the invoice date otherwise claims will not be accepted.
- Payments.** Unless otherwise agreed in writing in the contract of sales, all invoices are strictly net and are payable to the seller on the date of the invoice. The seller reserves the right to apply the sellers NSP (normal sell price) to any overdue account, interest on overdue accounts (including accounts charged at NSP due to failure to pay within terms) shall be payable at the rate of 1% per month to run from the date of invoice payment until receipt of the full amount. The seller reserves the right to cancel withhold or suspend the delivery of any Further goods and any other performance by the seller and terminate all or any part of the contract and any unexecuted contract with the buyer. Upon commencement of any proceedings against the buyer in which insolvency is involved payment shall become immediately due. The seller reserves the right to all costs whatsoever in the event of any action the seller deems necessary to collect the full value of the goods sold or to recover the goods themselves as detailed in the relevant invoice quotation delivery note and subsequent referred documentation. In the event of legal collection or recovery action being necessary then an initial fee of £500.00 (five hundred pounds) is payable to the seller to cover initial recovery administration and recovery

TERMS AND CONDITIONS OF HIRE

- Overriding conditions**
The following standard conditions apply in all contracts of hire between the owners and the hirer not with standing anything to the contrary or at variance with these conditions in any document emanating from the hirer or contained in any correspondence to or from the hirer or any verbal exchange between a representative of the owners and the hirer. Only written variations signed by a director/officer of the owners will be effective to vary these conditions.
- Variation of rental**
The weekly rental quoted overleaf is based upon the assumption that the equipment will be retained by the hirer for the hire period referred to overleaf if the hirer returns the equipment before the expiration of that period the owners reserve the right to charge the rental which they would have for the entire period in accordance with their normal NSP HIRE PRICES & terms of business at the date of this contract.
- Terms of payment**
(a) All payments are due on the date the invoice is raised by the owners. All invoices will be for four weekly periods or per calendar month in advance unless the period of hire is for less than four weeks when the invoice will be for the whole of that lesser period in advance.
(b) Parts of the week during which the equipment is retained by the hirer will be charged as a full week.
(c) In the event that equipment is lost, damaged or destroyed whilst in the possession of the hirer rental shall continue to be payable to the owners in accordance with the foregoing conditions until such time as the owners actually receive full payment in respect of such loss damage or destruction pursuant to the hirer's obligations under clause 4 hereof
(d) Notwithstanding the hire period referred to overleaf the hiring shall be deemed to continue until the owners are notified in writing by the hirers that the equipment is that day being delivered by the hirers to the established carrier (agreed between the owners and the hirer in writing) for the re-delivery to the owners.
(e) All prices quoted are exclusive of vat. Which will be charged at the current rate. The hirer shall pay interest on all overdue payments hereunder from the due date at the rate of 5% per annum over national Westminster bank Plcs base rate with a minimum rate of 12% per annum. In the event of cancelled forward bookings fifty per cent of the lost hire charges will be payable to the owner by the hirer subject to a minimum of £100.
- Loss or damage to equipment**
(a) The hirer shall accept entire responsibility for any loss or damage to the equipment from any cause or source whatsoever for so long as the same is in the hirer's possession or under the hirer's control (notwithstanding that the hiring may have come to an end by the passing of time or notice given or received) and the hirer undertakes to arrange at its own expense with an insurance company of repute comprehensive insurance cover in respect of the equipment to the value stated overleaf throughout such period and in such terms that in the event of total loss or irreparable damage to the equipment the amount due and payable by the insurers shall be the amount stated overleaf and not any fraction or depreciated part thereof
(b) The hirer shall notify the owners in writing immediately of any loss of or damage to the equipment and shall on demand reimburse the owners full cost of replacing or repairing the same notwithstanding that the insurance cover hereinbefore referred to shall have been invalidated or vitiated for any reason other than by default of the owners.
- Ownership of equipment**
The equipment remains the property of the owners at all times and the hirer shall not sell charge or otherwise deal with the equipment or its benefit in any way. It shall remain in the hirer's possession or under the hirer's control at all times.
- Situation of equipment**
The hirer shall not without the previous consent in writing of the owners remove the equipment or any part thereof from the place or vehicle where it shall have been last installed by the owners
- Damage caused by equipment**
The hirer shall be solely responsible for and hold the owners and its servants or agents fully indemnified against loss, damage, injury, death or expense caused directly or indirectly to the hirer or any third party by the equipment or the use thereof or by any failure, lack of repair, faulty installation or other defect of the equipment from whatever cause.
- Method of operation of equipment**
The hirer will at all times operate the equipment in accordance with such reasonable instructions as the owners may from time to time issue and observe all the manufacturers instructions in connection with the said equipment and any other British telecom, OFCOM or other regulations issued by H.M Government or any state corporation from time to time in respect thereof.
- Owners rights of inspection**
The hirer will throughout the hiring
(a) Permit the owners or their authorised representatives at all reasonable times to enter upon the premises or vehicle in which the equipment is kept by for the purpose of inspecting, maintaining, repairing and testing the same.
(b) Preserve the owners and any manufacturers identification numbers or mark or any nameplate affixed to the equipment.
- Period**
(a) This agreement shall be for the period of hire and shall terminate at the end of the period of hire unless extended in accordance with the provisions in sub clause (b) below.
(b) Any extension of the period of hire shall be by mutual agreement in writing between the parties. If the hirer retains the equipment or any part thereof without such agreement it shall without prejudice in the operation of clause (a) pay to the owner hire charges at the owner's then current daily rate for any day or part thereof of such retention and by a period of 7 days following the date of actual return of equipment, (c) in the event that this agreement should have been extended in accordance with the provisions of sub-clause (b) above then any

TERMS AND CONDITIONS OF SALE CONTINUED

- Instructions being issued in writing plus full solicitor legal court and other costs will be payable by the buyer to the seller.
- Title/property,** legal ownership and title of the goods supplied by the seller to the buyer shall remain invested in the seller until the goods are paid for in full and the monies due from the buyer to the seller paid and accounted for (cleared funds). The buyer as bailee until then holds the goods safe and in good order and stores separately from its other goods. The seller during this period has the right to remove the goods from the buyer and dispose of them at the seller's discretion. Should the buyer have passed the goods on in part or in whole to a third party, this will be deemed to have been done as the sellers agent only and any monies recovered by the buyer in respect of such goods shall be held in trust for the seller until all monies recovered by the buyer in respect of such goods shall be held in trust for the seller until all monies due to the seller are paid in full. Upon the commission of an act of bankruptcy the immediate right to possession of goods shall forthwith reinvest with the seller and all costs occasioned in the said recovery of goods shall be paid
 - Force Majeure.** The seller shall not be responsible or liable for its failure to perform its obligations here under, if such is out with the control of the seller caused by unavailability, shortages of goods, transportations, acts of god, fire, flood, strikes, riots, restrictions or any other cause the seller shall be excused.
 - Warranties.** The seller warrants that the goods will be free from defect in material and workmanship under normal use provided the goods have been commissioned and operated in accordance with the manufacturers instructions. The seller makes no other warranty expressed or implied in respect to the goods. Warranty only applies to the buyer not to the third party and no liability or consequential damage in respect to any malfunctions arising from unfair wear an tear, other damage, negligence, misuse, abnormal and weather conditions, modifications or repair of goods by unauthorised personnel is accepted. The commencement date of the warranty is the date of delivery from the seller to the buyer.
 - Returns.** With the Sellers prior consent in writing the buyer can return goods, carriage paid for credit, provided such Goods are unused and are in original manufacturers packaging, within 15 days from the date of invoice. A minimum 20% restocking charge will be made. Any goods supplied as special order or built to order will not be either cancelled or returned for credit.
 - Digital updates** - Where DMR, dPMR, Digital trunk or POX (PTToC) radios are purchased and manufacturer recommended software/firmware updates are available and these software/firmware updates are undertaken at the buyers location and the buyer wishes to prevail themselves of any firmware/software update then a daily charge at the sellers prevailing day rate will be payable on presentation of the sellers invoice. Where firmware/software updates can be completed at the sellers offices/workshops then a per radio software/firmware charge of £20.00 will be payable on presentations of the sellers invoice. The buyer will pay for safe return the seller of all radio equipment requiring software/firmware updates and the seller will return safely by courier to the buyer radio equipment that has been successfully software/firmware updated. Radio equipment that cannot be successfully software/firmware updated can be serviced and repaired at an additional cost, said cost to be charged by the seller or returned as is to the buyer.
 - Airtime.** Airtime charges for POC/PTToC, DMR digital repeater, Digital trunk are invoiced 1 month, 3 months or 12 months in advance on a strictly seven days net basis.
 - Law.** All disputes arising in connection with this Contract shall be deemed to be governed by English Law and all and any claims heard in the Plymouth County Court. Arbitration through an appropriate arbitration organisation as an intermediate pre-court solution to any dispute shall be considered by the seller but is not compulsory on the seller and is at the sellers' discretion.

TERMS AND CONDITIONS OF HIRE - CONTINUED

NSP-HIRE PRICES BASED ON ANY ONE RADIO AND AGREED CHARGING ACCESSORIES

WORKING WEEK UPTO FIVE DAYS	£3.50 PER RADIO PER DAY/PER RADIO
ONE WEEK (7 DAYS/INCLUDES WEEKENDS)	£20.00 PER WEEK/ PER RADIO
TWO TO FOUR WEEKS	£15.00 PER WEEK/PER RADIO
PER CALENDER MONTH	£45.00 PER CALENDER MONTH/PER RADIO

extension shall be deemed to be included within the definition of the period of hire and if the effect of such extension is to extend the period of hire beyond a period of twelve months then prior to any continued use of the equipment beyond such period the hirer must at the hirer's expense make application to the radio communications agency to buy such license as shall be required for the continued use of the equipment in accordance with the requirements of that agency in force at the time of such extension.



- Maintenance of equipment**
(a) If the hirer shall observe all the terms of the hiring and promptly pay all rentals due then the owners will promptly maintain the equipment at their own expense provided that the owners shall not be liable in damages to the hirer for any breach of this clause unless and until the equipment shall have been unserviceable or unusable for more than 7 days from notification of such defect in writing to the owners and the owners' liability in damages shall in any event be limited to an amount equal to the rental payment due from the hirer for the period during which the equipment remains unserviceable after the expiration of such 7 days. The owners will be responsible for maintenance of equipment situated within the United Kingdom only unless previously agreed in writing in accordance with the provisions of condition 1 hereof.
(b) The hirer shall not make any alterations, modifications or technical adjustments or attempt any repair to the equipment during the period of hire.
- Insolvency**
If the hirer shall fail in any material respect to observe and perform the terms and conditions of hiring or being an individual shall have a petition of bankruptcy presented against him or being a company shall call a meeting of its members or creditors with a view to entering into liquidation whether compulsory or voluntary (other than for the purpose of reconstruction or amalgamation) or if the hirer shall enter into any arrangement or composition for the benefit of its creditors or shall suffer any distress or execution to be levied on its goods then and in any such case the agreement shall forthwith terminate and the owners (who are hereby appointed agents of the hirer for this purpose) may (subject to the provisions of section 92 of the consumer credit act, 1974) either themselves or by any authorised agent of theirs enter into and upon any land, premises or vehicle of the hirer where any of the equipment may be or where the owners have reason to believe the same to be for the purpose of re-taking possession of the same.
- Safety requirements**
As required by section 6(1)(c) of the health and safety at work etc. act 1974, the hirer is required to ensure that the following information is brought to the attention of all personnel involved with the use of 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 by electrical performance will not cause danger or hazard to health or safety provided that the normal engineering and safety practices are observed.
- Return of equipment**
(a) Save as hereinafter otherwise providing the hirer shall return the equipment at the end of the period of hire and in default shall indemnify the owner in respect of all costs and expenses incurred in re-possessing the equipment or any part thereof and shall permit the owner access to the premises where the equipment or any part thereof is located for the purpose of its recovery. (b) If the equipment or any part thereof is returned by the hirer to the owner in a damaged or dirty condition then the owner shall in its absolute discretion be entitled to repair or replace the equipment or any part thereof at the expense of the hirer and in such case the hire charge payable hereunder shall continue to be payable until completion of the repair or cleaning or until replacement is effected provided always that the amount of any additional hire charge payable under this clause shall not exceed the hire charge as would be payable under this agreement by a hire period of 13 weeks.
- Licence**
(a) The hirer will punctually pay if applicable all government licence fees, land line fees, service-instrumts fees and all other fees relating to the use of the equipment and shall conform to all acts, statutory instruments and regulations as to the location use and operation of the equipment for the time being in force.
(b) The owner shall not be liable in any such way for any costs charges or expenses arising from breach of any such statutory or other regulations or from any alteration therein and the hirer shall indemnify the owner in respect of any such costs charges and expenses arising out of the use of possession of the equipment by the hirer.
- Definitions**
For the purpose of these conditions:
(a) The hirer shall be the person, firm or company to whom the agreement overleaf shall be addressed and where the context so requires admits includes its servants or authorised agents.
(b) The owners are Madison Brooks limited and where the context so requires or admits includes its servants or authorised agents and trading styles and names.
(c) The equipment comprises the items described in the agreement overleaf in the quantities indicated overleaf.
(d) A week shall be the period of seven consecutive days commencing with the day on which the hiring is intended to commence.
(e) 'Vehicle' includes a vessel, aeroplane and other conveyances of all descriptions.
- Notices**
Any notices required to be given under the provisions of this agreement shall be deemed to be sufficiently served if in the case of the owner the same are delivered to it at its registered office or in the case of the hirer the same are delivered or sent (by pre-paid post) to it at its registered office or otherwise communicated to it in writing or by telephone fax at any address where it shall hold itself out as carrying on business.
- Hire buy** gives the hirer the option to buy and own their hire equipment for a fee at the end of the hire period, all terms and conditions of hire and sale apply unless specifically altered in writing by a Director or officer of the equipment owners
- Applicable law and waiver**

The contract between the hirer and the owners shall in every case be deemed to have been made at the owners office as shown overleaf and these conditions shall be construed according to and governed by the law of England and Wales and the parties to this contract submit to the exclusive jurisdiction of the English and welsh courts. Any time or other indulgence, forbearance or concession by the owners to the hirer shall not in any way whatsoever affect, waive or prejudice the owners rights as otherwise set out in these conditions.

