



KINGSTON FIRST RADIO LINK



Motorola Digital Two Way Radio

Includes: Handset with Battery, Antenna, Belt Clip and Battery Charger. Programmed and Configured.

£23.00 per month

Minimum 12 Month Term with 3 Months Cancellation

Terms: Payable quarterly in advance by BACS, unless other terms are agreed.

Rental Fee: The rental fee above includes new radio, battery replacements and administration fees.

Order

Qty	Product	Price (ex.VAT)
.....	Rental of Radio	£23.00 p/m
1	Delivery	£25.00
1	Handling & Admin	£9.50

Accessories, including earpieces are available for purchase, please email your requirements to sales@servicom.co.uk

Delivery Information

Contact Name: Tel No:

Contact Email Address:

Company Name:

Address:

..... Post Code:

Credit Account Application – (Ltd and Non Ltd)

Trader Type: ☐ Sole Trader ☐ Partnership ☐ LLP ☐ Limited ☐ PLC

Business Name (legal entity):

Invoice Address:

..... Post Code:

Business Trading Address (if different from invoicing address):

Accounts Contact Name: Accounts Telephone No:

Email Address for Invoicing Purposes:

Company Registration Number:

VAT Registration Number:

Payment Portal (if applicable):

Customer Purchase Order/ Reference Number:

Sole Traders and Private Individuals

To be completed by sole traders and private individuals only - In order to process your application, please attach at least one proof of identity and home address of the below:

☐ Copy of current utility bill (i.e. gas, electricity, telephone – not mobile phone) for the home address of the business owner

☐ Copy of driver's license showing the business owners home address

Full name, home addresses, email address and phone number of all company directors/proprietors (If more than one detail on reverse)

Full Name: Address:

Email: Telephone No:

To Be Completed by a Director/ Partner / Manager or Proprietor Only

I hereby confirm that I agree to abide by the companies' terms and conditions of sale and understand that Servicom may require more information to progress your application. By signing this form, I consent to Servicom (High tech) Ltd conducting credit checks.

Print Name: Position:

Signature: Date:

Servicom Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation in this condition apply in these conditions.

1.2. **Contract:** the contract between the Company and the Customer for the hire or purchase of Equipment, incorporating these conditions and the Hire Document.
Equipment: any equipment agreed in the Contract to be supplied or sold to the Customer by the Company (including any part or parts of them).

Force Majeure Event: any event or circumstance to the extent it is beyond the reasonable control of the Company which shall include without limitation any disruption or failure of any electronic communication network used by the Company and/or the Customer.

Hire Document shall mean the Managed Service/Purchase/Sale Agreement agreed between the Company and the Customer which accompanies and is subject to these conditions.

Hire Period shall mean the Customer's period of hire of the Equipment as set out in the Contract.

Insolvent: the Customer has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding-up or a court make a winding up order in respect of it or it enters into any composition or arrangement with creditors or it ceases to carry on business or any steps or actions are taken in connection with any of these procedures.

Interest Rate: the annual rate of 4% above the base lending rate from time to time of Natwest Bank plc, accruing on a daily basis.

Particulars: the Particulars to the Hire Document overleaf which form part of the Contract and words and expressions set out in the Particulars are to be treated as defined terms in the Contract.

Specified Location shall mean the agreed location for the hire of the Equipment as specified in the Contract.

Words in the singular include the plural and in the plural include the singular. A reference to one gender includes a reference to the other gender.

Condition headings do not affect the interpretation of these conditions.

"including" or any similar words or expressions mean "including without limitation".

2. FORMATION AND INCORPORATION

2.1. Subject to any variation [that is agreed between the Company and the Customer in writing, the Contract shall be on the terms and conditions of the Hire Document and these conditions to the exclusion of all other terms and conditions including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whether or not such document is referred to in the Contract.

2.2. These conditions apply to all the Company's hire or sale contracts and any variation to these conditions and any representations about the Equipment shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.3. Each order or acceptance of a quotation for Equipment by the Customer from the Company shall be deemed to be an offer by the Customer to hire or purchase the Equipment subject to these conditions. No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Equipment to the Customer.

2.4. The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.5. Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

The quantity and description of the Equipment will be as set out in the Hire Document. All samples, drawings, descriptive matter, specifications and advertising issued by the Company (or the manufacturer of the Equipment) and any descriptions or illustrations contained in the Company's or manufacturer's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment represented by or described in them. They will not form part of the Contract.

4. DELIVERY

4.1. Any dates specified by the Company for delivery of the Equipment are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.2. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Equipment (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 90 days.

4.3. If for any reason the Customer fails to accept delivery of any of the Equipment when ready for delivery, or the Company is unable to deliver the Equipment on time because the Customer has not provided appropriate instructions, documents or authorisations:

- (a) risk in the Equipment shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- (b) the Equipment shall be deemed to have been delivered; and
- (c) the Company may store the Equipment until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.4. The Customer shall, in accordance with condition 8.2, notify the Company of any damage, defect or want of repair in respect of the Equipment becoming apparent either on or within 5 working days of delivery. Any such Equipment will be repaired or replaced in accordance with condition 8 and the Customer shall not be entitled to terminate the Contract.

4.5. The Company may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate contract (at all times subject to the terms and conditions of the Contract) and no cancellation or termination of any one contract relating to an instalment shall entitle the Customer to repudiate or cancel the Contract or any other instalment.

5. RISK AND OWNERSHIP

5.1. The Equipment is at the risk of the Customer from the time of delivery.

5.2. Ownership of the Equipment shall remain with the Company and shall not pass to the Customer until and unless the Customer has purchased the Equipment and paid for it in full.

5.3. The Customer shall not sub-let, sell, assign or otherwise encumber or part with possession or in any manner deal with, dispose or hold itself out to be the owner of the Equipment, or otherwise do or allow to occur anything which might adversely affect the Customer's right, title or interest in the Equipment.

5.4. Subject to clause 5.2 above the Customer's right to possession of the Equipment will terminate immediately upon the termination of the Contract, the Company becoming Insolvent, or upon the Customer giving notice to the Company under clause 5.5 and the Customer shall arrange for the return of the Equipment to the Company within 5 working days in accordance with clause 5.6 below..

5.5. Where the Customer is Insolvent or is likely to become Insolvent the Customer shall immediately provide written notice of the fact to the Company and shall return the Equipment to the Company in accordance with clause 5.6 below. Until such a time as the Equipment is returned to the Company, the Customer shall ensure it is clearly marked as belonging to the Company and that it is stored separately from the Customer's own equipment.

5.6. Where the Customer is required under the Contract to return the Equipment to the Company the Customer shall return the Equipment at its own risk and expense to the Company at the address provided for the Company in the Particulars.

5.7. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter and remain upon the Specified Location in order to inspect or repair the Equipment or, where the Customer's right to possession has terminated, to recover it.

6. PAYMENT AND INTEREST

6.1. The hire charges to be paid by the Customer to the Company for the Equipment shall be as stated on the Hire Document or where the hire charges are not stated in the Hire Document or otherwise agreed by the Company in writing, the hire charges shall be calculated at the prices set out in the Company's price list published on the date of delivery or deemed delivery of the Equipment to the Customer ("**Hire Charges**"). The Hire Charges for the Equipment shall be exclusive of any value added tax.

6.2. Payment of the Hire Charges is due on the payment date(s) specified in the Hire Document or if no such date(s) is stated the first working day of each month following the month in which the Equipment is delivered or deemed to be delivered to the Customer. A late payment administration charge of £100 is payable by the Customer to the Company for any payment which fails to reach the Company by the due date (including dishonoured cheques and cancelled direct debits).

6.3. No payment shall be deemed to have been received until the Company has received cleared funds. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

6.4. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

6.5. If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall pay interest to the Company on such sum from the due date for payment at the Interest Rate until payment is received in cleared funds, whether before or after any judgment.

7. USE OF EQUIPMENT

The Customer shall at all times throughout the Hire Period:

7.1. use the Equipment in a proper and careful manner, exercising all reasonable skill and care, and in accordance with all operating instructions and only for purposes considered suitable by the Company and shall comply with all legal and other obligations relating to the use and storage of the Equipment.

7.2. use and operate the Equipment in the Specified Location only. The Customer may change the Specified Location with the Company's prior written approval, such approval to be at the Company's sole discretion.

7.3. not make any alteration or modification to the Equipment (including removal of any trademarks or identifying marks) nor attempt to repair it.

8. MAINTENANCE AND REPAIRS

If the Equipment is hired from the Company:

8.1. Subject to conditions 8.2, 8.3 and 8.4, the Company shall maintain, repair and, where necessary, replace any damaged or defective Equipment or damaged or defective parts and components as soon as reasonably practicable during the Hire Period. The cost of maintenance, repair and providing replacement Equipment shall be borne by the Company.

8.2. The Customer shall immediately notify the Company of every damage, defect or want of repair arising or becoming apparent during the Hire Period and shall return such Equipment to the Company in accordance with clause 5.6 above.

8.3. If any damage or defect is caused to the Equipment as a result of negligence or improper use by the Customer (including any breach of the Customer's obligations in condition 7 of this Contract) all repair and replacement costs shall be borne by the Customer (credit being given for depreciation (as certified by the Company in accordance with its accounting policies) when valuing the Equipment) ("**Equipment Value**") and such costs shall be due to the Company on demand as a debt together with interest payable at the Interest Rate from the date of demand until payment is received in cleared funds.

8.4. Where the Company attends at the Specified Location to inspect, repair or carry out any maintenance works to the Equipment ("**a Call Out**") the Customer will on demand pay the Company's costs of the Call Out save where the Call Out is required as a result of any action or inaction of the Company (to be determined by the Company in its reasonable discretion).

9. INSURANCE AND LOSS

9.1. The Customer shall throughout the Hire Period insure the Equipment with substantial and reputable insurers against all risks for its full replacement value as set out in the Particulars. On request, the Customer shall provide the Company with a copy of any insurance policy relating to the Equipment and evidence that such policy is in force.

9.2. The Customer shall notify the Company immediately in the event of any loss, damage or theft of the Equipment, comply with any directions given by the Company and update the Company regularly with regard to such loss or theft and the progress of any insurance claim.

9.3. Hire Charges for the Equipment shall continue to accrue during any period of loss, damage or theft of the Equipment (whether or not the Hire Period has expired) and payment is to be made in accordance with condition 6.

9.4. The Customer shall forward, or procure payment of, to the Company all moneys due in respect of the Equipment pursuant to a claim under the Customer's insurance policy without deduction or set-off.

9.5. The Customer shall indemnify the Company in full against any shortfall between the insurance moneys paid to the Company under clause 9.4 and the Equipment Value and will keep the Company indemnified for its losses if the insurance moneys are withheld by the insurers or irrecoverable due to the act or default of the Customer (credit being given for depreciation (as certified by the Company in accordance with its accounting policies) when valuing the Equipment Value).

10. WARRANTY AND LIABILITY

10.1. If the Equipment is hired the Company warrants that all repair and maintenance of the Equipment will be carried out with reasonable skill and care.

10.2. The Company does not exclude its liability (if any) to the Customer for personal injury or death resulting from the Company's negligence or for any matter which it would be illegal for the Company to exclude (or attempt to exclude) its liability or for fraud.

10.3. The Company shall not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract or any failure in the performance of the Equipment to the extent that such failure or delay is due to a Force Majeure Event, or any events or circumstances caused by the Customer's own default, misconduct or negligence, or which could have been prevented, overcome or mitigated by the Customer exercising reasonable care to comply with any disaster recovery and business continuity policy reasonably expected of the Customer. The Customer shall continue to pay the Hire Charges notwithstanding the occurrence of any such event or Force Majeure Event.

10.4. Subject to conditions 10.1 to 10.3, the Company makes no warranty in respect of the Equipment or any services provided by the Company and all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Contract.

10.5. Subject to conditions 10.2 to 10.4:

(a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited in respect of all claims to the total Hire Charges paid by the Customer to the Company for the relevant period of 12 months (for the purposes of this clause 10.5(a) the first 12 month period shall commence from the first day of the Hire Period); and

(b) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. TERMINATION

11.1. The Company may terminate the Contract immediately by giving written notice to that effect to the Customer.

11.2. The Customer may terminate the Contract by giving not less than three (3) months written notice to the Company to expire any time after expiry of the Hire Period.

11.3. In the event that prior to delivery of the Equipment or prior to expiry of the Hire Period the Contract is terminated by the Customer for any reason or by the Company under clause 11.1, the Customer will only be released from its obligations under the Contract upon payment to the Company of a sum equal to all loss and/or damage suffered by the Company to be calculated as all Hire Charges for the duration of the Hire Period plus interest at the Interest Rate and all other payments due before termination of the Contract.

11.4. When the Contract ends it will be without prejudice to any outstanding claims between the Company and the Customer.

12. RENEWAL/OPTION TO PURCHASE

12.1. Subject at all times to the Customer having complied in full with its obligations under the Contract, if the Equipment remains to be hired by the Customer after 5 years from the date of delivery of the Equipment, the Company shall update and/or replace the Equipment provided that the Customer renews its agreement to hire equipment (of similar quantities) from the Company for an additional minimum period of 3 years.

12.2. If the Customer wishes to purchase the Equipment or any part of it during the Hire Period, it shall inform the Company of its intention and the Company may offer the Equipment for sale for the price set out in the Company's most recent price list published on the date of the Company's offer less depreciation (as certified by the Company in accordance with its accounting policies) or such other price as agreed between the Company and the Customer, such offer to be in writing ("**Offer**"). The Customer may accept the Offer by written notice within 28 days after receipt of the Offer ("**the Acceptance Notice**") and such acceptance shall constitute a binding contract for the sale and purchase of the Equipment. Completion of the sale and purchase of the Equipment shall take place within 28 days after receipt of the Acceptance Notice.

12.3. For the avoidance of any doubt nothing in this clause 12.2 shall require the Company to sell the Equipment to the Customer and the Equipment is only offered for sale to the Customer where an Offer is made under clause 12.2.

12.4. Where the Equipment is sold by the Company to the Customer unless the Company otherwise agrees in writing the Company shall to the extent permitted by law have no liability to the Customer in respect of the Equipment including without limitation the maintenance and repair of the Equipment.

13. GUARANTOR

13.1. The Guarantor guarantees to the Company that the Customer will pay the Hire Charges and all other sums due to the Company under this Contract, and comply with the Customer's obligations in the Contract including these terms and conditions. This guarantee:

(a) is given by the Guarantor as primary obligor; and

(b) includes an independent obligation both to comply with the Customer's obligations if they are breached and to indemnify the Company against that breach.

13.2. The Guarantor agrees that the Company may make a claim under this guarantee and indemnify without first making a claim against the Customer.

13.3. The Guarantor is to pay all sums due to the Company under this guarantee and indemnify without any legal or equitable set-off, counterclaim or deduction except as required by law.

13.4. The obligations of the Guarantor are not to be released by:

(a) any delay or neglect by the Company in enforcing the Customer's obligations or any time allowed by the Company for their performance;

(b) any variation of the terms of the Contract;

(c) the disclaimer of the Contract by a liquidator or trustee in bankruptcy of the Customer;

(d) the Customer being struck off the register of companies or otherwise ceasing to exist or, in the case of an individual, dying;

(e) any legal limitation, immunity, disability, incapacity or other circumstance relating to the Customer, whether or not known to the Company; or

(f) anything else which would have released the Guarantor whether by variation of the Customer's obligations or by the conduct of the parties.

14. GENERAL

14.1. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

14.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

14.3. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

14.4. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

14.5. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.6. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

14.7. Any notice required or permitted to be given in writing by either party under these conditions shall be validly served if addressed to the other's registered office or place of business or such other address as may be notified to the party giving the notice before it is served and deemed to be received 48 hours after posting (excluding Saturdays, Sundays and bank holidays and the day of posting) provided that the address is properly stated and first-class postage is pre-paid.