



Terms and Conditions for Equipment Hire

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1. Hire of Equipment

- 1.1 We agree to hire the Equipment to you on the following terms and conditions. They constitute a contract between you and us and must be read together with the Manx Telecom Application for Telephone or Mobile Service Form and any other documents explicitly stated here to be part of this contract.
- 1.2 This contract does not include any telecommunication service, for which you must apply separately. This contract excludes any previous statement by agreement or us whether written or oral relating to the hire of the Equipment and you agree that you are not relying on any such statement.

2. Provision of Equipment

- 2.1 We will try to provide the Equipment to you by any date we have agreed with you but we do not guarantee to do so and we are not liable to you if we do not provide it by the agreed date.
- 2.2 Some items of Equipment are installed by us, but others are delivered or posted to customers or are available for collection from our premises, for installation by the customer.
- 2.3 If we post the Equipment to you (or deliver it) for installation by you, you agree to notify us of any damage it has sustained in transit within 48 hours of its arrival. Unless you so notify us the Equipment shall be deemed to have arrived in good working order.

3. Minimum Period of Hire, Cancellation and Termination

- 3.1 This contract is for a minimum period of 12 months starting from the date of this contract, or for any other period we have agreed in writing with you. If this contract is a cancellable agreement under the Consumer Protection Act 1991, you can cancel it during the prescribed period, without charge.
- 3.2 You may terminate this contract before the minimum period of hire is over, but you must pay us the balance of the rental charges for that period.
- 3.3 You can also terminate this contract without further charge during the minimum period of hire if you give us written notice within 14 days of a variation in our charges which exceeds the increase in the Isle of Man General Index of Retail Prices relating to All Items over the same period.
- 3.4 You can terminate this contract after the minimum period of hire if you give us not less than seven day's written notice.
- 3.5 We can terminate this contract at any time by giving you one month's written notice. You have to pay us any unpaid amounts you owe us, but if you have paid us any rental in advance for the period after the termination takes effect, we will pay it back to you or give you credit for it to the extent that it relates to a future period.

4. Your Responsibility for the Equipment

- 4.1 You must take reasonable care of the Equipment and must not deliberately damage it, tamper with it, attempt to repair it or mistreat it in any way. You must ensure that the Equipment is kept in the correct environment specified by us or by the manufacturer of the Equipment.
- 4.2 You are not allowed to remove the Equipment from the Equipment/Service Address specified in this contract, without our written permission in advance. You must tell us where the Equipment is at anytime, if we ask you.
- 4.3 If the Equipment is lost, stolen, or damaged in any way (including damage from lightning or electrical damage) after we have delivered or installed it or you have collected it, you must pay our standard charges for repairing or replacing it. You do not have to pay for repair or replacement as a result of fair wear and tear.
- 4.4 If the Equipment needs batteries or any other consumable supplies, you have to provide these at your own expense.
- 4.5 When this contract ends, or we replace the Equipment, you must observe our reasonable instructions as to the return of the Equipment to us, its collection by us or its disposal by you.
- 4.6 The Equipment belongs to us at all times. You are not allowed to sell the Equipment or give it away, or use it as security for any loan or allow it to be seized by anyone in satisfaction of a debt, or to allow anyone else to keep or use it or otherwise deal in any interest in the Equipment.

5. Installation

Where we agree to install the Equipment, you must, at your own expense:

- 5.1 obtain all necessary consents for the installation and use of the Equipment, including consents for necessary alterations to buildings; and

5.2 provide electric power needed by us in installing, testing and maintaining the Equipment and provide a suitable supply of electricity for the operation of the Equipment, with connection where needed.

6. **Maintenance and Replacement**

6.1 If the Equipment becomes faulty, you must tell us by telephoning the number specified by us, and we will as soon as reasonably practical take all proper steps to correct the fault by repairing or, at our option, replacing all or part of the Equipment. Our response may be:

6.1.1 to provide advice by telephone as to tests and checks to be carried out by you;

6.1.2 to carry out diagnostic checks from our premises where possible; or

6.1.3 to visit your premises where these measures do not diagnose or clear the fault and where Manx Telecom considers it necessary.

6.2 We can modify the Equipment or replace it with a different item of Equipment that we think offers the same or similar facilities as the ones you previously hired from us. Where imposed, the charges for this may be subject to change under paragraph 7.

6.3 The maintenance service we will provide is our Standard Service. Standard Service operates during working hours, which are 0800-1700 hours Monday to Friday, excluding Public or Bank holidays. We aim to respond to a fault report received before 1700 hours on one working day by the end of the next working day. Work will be carried out only during working hours.

6.4 You must pay our additional charges at our applicable man-hour rate if we agree to attend a fault outside the days and hours of the agreed fault repair service or if we discover that the Equipment is not faulty, or that the fault is due to misuse or damage.

7. **Charges**

7.1 You must pay our charges for the hire of the Equipment 14 days after receipt of the bill. Where appropriate, we will add Value Added Tax to the amount payable.

7.2 We can vary our charges for the hire of the Equipment from time to time providing we give 14 days notice. Such notice may be given by making available details of the variations, signed by an authorised employee, not less than 14 days in advance.

8. **Breaches of the Contract**

8.1 If you do not comply with the requirements of this contract, we can terminate it and recover the Equipment immediately by giving you written notice.

8.2 We can also terminate this contract if you are the subject of a bankruptcy order, or you commit an act of bankruptcy or are declared bankrupt or if in our opinion you become insolvent or make any arrangement or composition with or assignment for the benefit of your creditors or if any of your assets are the subject of any form of seizure. If you are a company we can terminate this contract if you go into liquidation, either voluntary or compulsory, or if a receiver or administrator is appointed or a petition is presented or a resolution is passed for your winding up or for the appointment of a receiver or administrator or anything analogous to any of the foregoing arises in any jurisdiction.

8.3 Even if we do not exercise our rights in relation to one breach by you of this contract, we can still terminate it if you are in breach of contract again later.

9. **Software and Documentation**

Intellectual property rights in all software supplied to you remain our property or that of our licensor. We grant you a non-exclusive non-transferable licence to use the software for the purpose of using the Equipment and for no other purpose. Such licence shall terminate on the termination of the Agreement.

10. **Access**

10.1 You agree to allow persons authorised by us to enter your premises at all reasonable times for any purpose arising from this contract. These persons have evidence of their identity and will show it to you on request. If access by us requires the permission of anyone else, you must obtain it on request by us.

10.2 We will normally carry out installation work during our usual working hours but may, on reasonable notice, require you to provide access at other times. At your request, we may agree, exceptionally, to work outside usual working hours; you shall pay our reasonable charges for complying with such request.

10.3 A standard charge is payable if we are unable to gain access to your premises.

11. **Limitation of Liability**

11.1 We accept liability for faults in the Equipment and for our own negligence but only to the extent stated in this paragraph 11.

11.2 If you are a consumer, we do not exclude or limit our liability where the Equipment does not belong to us, meet its description or correspond to a sample or if the quality or fitness for purpose of the Equipment does not conform to the requirements of this contract. You are a consumer for this purpose if you are not entering into this contract in the course of a business.

11.3 We do not exclude or restrict our liability for death or personal injury resulting from our negligence, nor any liability arising under Part I of the Consumer Protection Act 1991.

11.4 Subject to paragraph 11.3 our liability to you in contract law or in tort (including negligence and breach of statutory duty) or otherwise however arising in relation to this contract is limited to £1,000,000 for any one incident or series of incidents and £2,000,000 for any series of incidents related or unrelated in any period of 12 months.

11.5 In any event we are not liable to you for loss of profits, business or anticipated savings, loss or corruption of data whether incurred directly or indirectly, or for any indirect, or consequential damage whatever, either in contract, tort (including negligence and breach of statutory duty) or otherwise.

11.6 We do not have any implied obligation, duty or liability in contract or tort other than as explicitly stated in this contract.

11.7 Each provision of this paragraph limiting or excluding liability operates separately in itself and survives independently of the others.

12. **Variation of Terms and Conditions, Entire Agreement, Assignment**

- 12.1 MT can from time to time change the Terms and Conditions of this Contract other than the charges payable under it by a document referring expressly to this paragraph and signed by a duly authorised employee of MT. MT will publish details of any changes (including the operative date) in its main office as soon as possible and in any event not less than 2 weeks before any change is to take effect, except that if the change is made to a provision of this Contract limiting or excluding MT's liability for breaches of duty to the Customer (in contract or tort) MT will give the Customer not less than 2 weeks notice of the change. Subject thereto this contract, these Terms and Conditions and any document referred to herein constitute the entire agreement between us and shall not be varied save by agreement in writing.
- 12.2 You are not allowed to transfer or assign all or any of your rights and obligations under this Agreement to anyone else without our written permission. We may assign or sub-contract our rights and/or duties in whole or in part without your consent.

13. **Service of Notices**

- 13.1 You should send us any written notice required by this contract to the address of our main office shown on the Application for Telephone or Mobile Services Form or to any other address we notify to you.
- 13.2 We can send you any bill or written notice required by this contract to the address at which the Equipment is installed or situated, or to any address you have given us to which bills can be sent, or any other address you have given us for this purpose. If you are a limited company, we can send it to your registered office.
- 13.3 Notices to you or us can be sent by hand, by post or fax.

14. **Force Majeure**

We are not liable for any breach of this contract caused by matters beyond our reasonable control, including Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), weather of exceptional severity or acts of local Government or other authorities.

15. **Definitions**

In this contract 'we' and 'us' means Manx Telecom Limited. 'The Equipment' means the equipment hired to you as specified in the Application for Telephone or Mobile Services Form or as replaced by us from time to time, and includes any software supplied under this contract. Application for Telephone or Mobile Services Form means the order accepted by us. The use of the singular includes the plural.

16. **Law**

This contract shall be governed by and construed in accordance with Isle of Man Law and you hereby irrevocably submit to the jurisdiction of the Isle of Man High Court.