

HOLLOWSPHERE Audio Visual Rental

TERMS AND CONDITIONS OF HIRE

December 2009

1. DEFINITIONS AND LAW

The complete contract is the document or documents that set out these terms and conditions and all other details relevant to a particular agreement and is hereinafter referred to as the "contract".

The Hired items(s) are those stated in the relevant contract and are hereinafter referred to as the "equipment". The "Hirer" is the person, firm, company, corporation or public authority taking the suppliers Equipment on hire. The parties to the Contract are the Supplier of the Equipment and the Hirer named in the Contract.

This contract shall be governed by and construed in accordance with the law of England.

2. BASIS OF CHARGING

The Hirer will pay the hire charge stated in the Contract. Hire charges will commence from the time stated in the Contract and will continue during the period of hire until the Equipment is restored to the Supplier in a clean and serviceable condition against the Suppliers receipt. All time is chargeable, including Saturdays, Sunday, Bank Holidays etc. All charges are payable on demand. If payment is not made on due date the Supplier shall be entitled to increase the amount that is overdue at the contemporary base rate of the National Westminster Bank PLC plus 4% calculated on a day to day basis. This shall be without prejudice to any other rights or remedies of the supplier. Any legal charges incurred in the recovery of money or Equipment will be paid by the Hirer.

3. CARRIAGE CHARGES

At the discretion of the Hollowsphere. This shall be discussed with the hirer prior to commencement of contract.

4. EXTENT OF CONTRACT

The contract will come into being between the Hirer and the Supplier when the Hirer has placed an order, detailing his requirements and agreeing to be bound by these Conditions, and the supplier has accepted the order.

5. RESPONSIBILITY OF THE HIRER AND PERSON SIGNING

The person signing the Contract warrants that he has authority of the Hirer to make this Contract on the Hirers behalf and agrees to indemnify the Supplier against all losses and costs that may be incurred by the Supplier if this is not so. The said person hereby acknowledges that he has been instructed in the safe and proper operation of the Equipment. The said person and Hirer jointly and severally hereby undertake to ensure that no-one uses the equipment who is not properly instructed and to ensure that every user is in possession of instructional (if any) material supplied by the Supplier and shall not allow the equipment to be misused.

6. RESPONSIBILITY OF HIRER OR HIS AGENT

- i. The Hirer or his agent shall be responsible for the loading and unloading of the Equipment at the address specified by the Hirer, and likewise at the Suppliers premise when transported by the Hirer, or his agent, and any person supplied by the Hirer shall be deemed to be an employee of the Hirer or his agent at such times.
- ii. The Hirer's responsibility for the Equipment commences on the receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends when the Hirer is in possession of the Suppliers unqualified receipt for all the Equipment. The Hirer will not sell or otherwise part control of the Equipment.
- iii. The Hirer shall at all times and in all respects indemnify the Supplier against and from, any and every expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to the Hirer and injury to any servants, employee or agent of the Hirer) and in respect of damage to or loss of any property whatsoever (including the Equipment indemnity as determined by condition 13) arising out of or in connection with or consequent upon hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Equipment or any thereof. This sub clause shall not apply in case of a person dealing as a consumer as defined by the Unfair Contracts Terms Act 1977 where the expense, liability, financial loss or claim or proceeding or damage or loss of any property aforesaid result from the breach of contract or the negligence of the Supplier.
- iv. You may not use the Goods illegally or otherwise contrary to law or for purposes for which they were not intended.

7. ELECTRICAL EQUIPMENT

It will be the Hirers responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed.

8. MAINTENANCE OF EQUIPMENT AND BREAKDOWN PROCEDURES

The Hirer shall keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of the Equipment must be immediately notified to the Supplier. Under no circumstances shall the Hirer repair or attempt to repair the Equipment unless authorised by the supplier. Such equipment must be returned to the Supplier's premises for examination or when rectification elsewhere is requested, the Hirer agrees to pay carriage if required by the Supplier.

9. REMOVAL OF EQUIPMENT

Equipment must not be removed from the site specified by the Hirer when the Equipment was collected, without the authority of the Supplier or from any subsequently authorised sites, or from the address to which the Supplier delivered the Equipment.

10. CONSEQUENTIAL LOSSES

The Supplier shall not be liable for any consequential losses to the Hirer including any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Equipment, or any part thereof or any breakdown or stoppage of same. Nothing in this clause shall affect the statutory rights of the person dealing as a consumer as defined by the Unfair Contracts Terms Act 1977.

11. INDEMNITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT

The Hirer agrees either to insure the Equipment against loss, theft or damage beyond economic repair on a "new for old" basis or alternatively indemnify the Supplier in a similar amount. All monies received by the Hirer from an insurance company or from any other source in settlement of such claims shall be held in trust by the Hirer and paid to the Supplier on demand. The Hirer shall not compromise any claim without the express consent of the Supplier.

12. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

- i. The Hirer accepts full responsibility for the care, safekeeping and return in good order of the Equipment.
- ii. The Hirer will pay to the Supplier all costs incurred by the supplier in rectifying the condition of any Equipment returned damaged or unclean. Additionally, the Hirer will pay to the Supplier a charge equating to the financial loss to the Supplier until such rectification is complete.
- iii. In case of Equipment which is lost or stolen or damaged beyond economical repair the Hirer shall in all cases meet the Hirers obligation under Condition 12. Additionally, in any case where the loss, theft or damage aforesaid results from any breach of contract or negligence on the part of the Hirer, the Hirer accepts liability to pay for all financial loss to the Supplier until the indemnity referred to in Condition 13 is paid. The Hirers liability under this Condition shall be without prejudice to any other rights of the Supplier.

13. DETERMINATION OF HIRE

The Supplier shall be entitled at any time if the Hirer is in breach of this Contract to terminate this Contract (such termination to be effective immediately) and to repossess the Equipment or any part thereof.

14. RIGHTS OF ACCESS

The Hirer hereby authorises the Supplier (upon production of this document) to enter upon any premises wherein the Supplier reasonably believes any Equipment, or part thereof to be, and if, and in so far as, the Supplier in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.

15. RIGHTS RESERVED

Any failure by the Supplier to enforce any or all of these conditions shall not be construed as a waiver of any of the Supplier's rights here under.

16. SEPARATE TERM VALIDITY

Should any term in this Contract be held to be invalid such invalidation will not affect the validity of the remaining terms.

17. TERM OF CONTRACT

These conditions have effect in substitution for, and to the exclusion of, any conditions put forward by the Hirer.