



Lightning Media Ltd: Unit 32, Sheraton Business Centre, 20 Wadsworth Road, Perivale, Greenford, Middlesex , UB6 7JB

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EQUIPMENT RENTAL- HIRE TERMS AND CONDITIONS

IT IS AGREED between the parties hereto as follows:

1 DEFINITIONS

In this Agreement the following words and expressions shall have the meanings set out below:

“Additional Charges” means the additional charges payable in respect of any extensions to original return date , damage to, or delay in the return of, the Equipment as listed on our equipment booking form;

“Delivery” means delivery of the Equipment to the Hirer by Lightning Media Ltd or by the courier, or collection of the Equipment by the Hirer from Lightning Media Ltd;

“Disbursements” means the disbursements and expenses (including travel, parking, fines and subsistence expenses) incurred by Lightning Media Ltd and/or the Crew in the performance of the Services;

“Equipment” means the equipment set out on our equipment booking form;

“Hire Charges” means the fee payable to Lightning Media Ltd, in respect of the Hirer’s use of the Equipment, as set out on our equipment booking form;

“Project” means the project(s) in respect of which the Equipment may be used by the Hirer, as set out on our equipment booking form;

“Return” means return of all Equipment to Lightning Media Ltd by the Hirer or by the Courier, or collection of the Equipment by Lightning Media Ltd from the Hirer as indicated on the booking form and before 10am;

“Technician” means the person(s), if any, who will provide Technical Services, as set out on our equipment booking form;

“Location” means any location within the United Kingdom-Europe and such other locations, on our equipment booking form;

“Term” means the duration and dates of equipment listed on our equipment booking form;

“Insurance” the clients liability cover in respect of equipment lightning media ltd has supplied;

2 USE OF THE EQUIPMENT

2.1 In consideration for the payment of the Hire Charges, Lightning Media Ltd shall provide the Equipment listed on the equipment booking form.

- 2.2 This Agreement shall commence on the Effective Date and, subject to the provisions set out herein, shall continue until such time as all Equipment has been returned undamaged to Lightning Media Ltd or, where the Hirer is unable to return all the Equipment undamaged, until all Additional Charges have been paid by the Hirer.
- 2.3 The Hirer shall bear all risks as listed on the Equipment booking form from the time of Delivery or collection until such time as all of the Equipment has been returned or collected undamaged to Lightning Media Ltd.
- 2.4 At all times following Delivery and prior to Return of the Equipment, the Hirer shall keep the Equipment under the Hirer's secure control and shall procure that it is used only by persons with the appropriate qualifications and experience in the use of similar equipment, and with all reasonable skills-experience and care in a manner consistent with generally accepted standards within the film making industry. The Hirer shall take all precautions to protect the Equipment, including to guarding the Equipment against damage by the weather, salt water, dust, sand and theft.
- 2.5 The Hirer shall not, without the prior consent of Lightning Media Ltd, use the Equipment in any way, or take the Equipment to any location, in which the Equipment may reasonably be considered to be at risk of damage or loss.
- 2.6 The Hirer shall not:
- 2.6.1 modify , tamper or misuse in whole or any part of the Equipment in any way whatsoever; or
 - 2.6.2 affix to, install or insert onto the Equipment any accessory, equipment or device incompatible with the Equipment's proper use; or
 - 2.6.3 interfere in any way with the mechanism or electronics of the Equipment or any nameplates signs or serial numbers thereon; or
 - 2.6.4 Attempt to do any of the things set out in this clause 2.6.
- 2.7 In the event that the Hirer makes any breach of clauses 2.4, 2.5 or 2.6, notwithstanding any other provision herein and without prejudice to its other rights and remedies, Lightning Media Ltd shall be entitled to terminate this Agreement forthwith on notice and levy charges to remedy the said equipment.
- 2.8 On or before the last day of the Term, the Hirer shall return the Equipment.

3 CHARGES AND PAYMENTS

- 3.1 In consideration for the provision of the Equipment and/or the Services, the Hirer shall pay the Hire Charges and the Disbursements to Lightning Media Ltd. The Hire Charge shall be payable on or before the Effective Invoice Date. Lightning Media Ltd shall issue invoices for the Disbursements at such times as Lightning Media Ltd, in its sole discretion, deems appropriate and the Hirer shall pay Lightning Media Ltd in respect of such Disbursements within thirty (30) days of the invoice date.
- 3.2 In the event that the Hirer fails to return all or any part of the Equipment undamaged prior to the last day of the Term, Lightning Media Ltd shall issue one or more invoices to the Hirer in respect of the Additional Charges. The Hirer shall pay the Additional Charges to Lightning Media Ltd within thirty (30) days of the invoice date.
- 3.3 The Hire Charge and any Additional Charges payable pursuant to this Agreement are exclusive of Value Added Tax which shall, where appropriate, be paid by the Hirer in addition.
- 3.4 Lightning Media Ltd may require the Hirer to pay such amount as Lightning Media Ltd, in its sole discretion, deems appropriate as a deposit to be held by Lightning Media Ltd as security against damage to the Equipment, or failure or delay in the Return of the Equipment. In the event that the Equipment is returned undamaged on or before the last day of the Term, this deposit shall be refunded thirty (30) days after the last day of the Term.

- 3.5 Payment and Refunds: Returned cheques by bankers are levied a fee of £50 plus vat and credit card refunds are levied at 4 percent of original transaction fee as charged to us by all major credit card companies.
- 3.6 If any sum payable under this Agreement is not paid within thirty (30) days after the due date then (without prejudice to Lightning Media Ltd other rights and remedies) Lightning Media Ltd reserves the right to charge interest on such sum on a day to day basis from the date such payment was due to the date of actual payment (both dates inclusive) at the rate of ten per cent above the base rate of National Westminster Bank from time to time in force compounded quarterly. Such interest shall be paid by Hirer on demand and the debt will be passed on to third party to collect the debt including their charges.

4 CANCELLATION

- 4.1 In the event that, following the Effective Date but prior to the commencement of the Term the Hirer wishes to cancel the provision of the Equipment and/or the Services Lightning Media Ltd will charge the following amounts:
- 4.1.1 Cancellation more than 14 days prior to the commencement of the Term – 10% of the total Hire Charge;
- 4.1.2 cancellation more than 7 days but less than 5 days prior to the commencement of the Term – 20% of the total Hire Charge;
- 4.1.3 cancellation more than 4 days but less than 2 days prior to the commencement of the Term – 40% of the total Hire Charge;
- 4.1.4 Cancellation less than 1 day prior or on delivery of equipment to the customer, full hire cost.

5 TERMINATION

- 5.1 Lightning Media Ltd may terminate this Agreement forthwith from the Hirer if:
- 5.1.1 The Hirer commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from Lightning Media Ltd so to do, to remedy the breach;
- 5.1.2 the Hirer shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Hirer shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business.
- 5.2 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 5.3 On termination or expiration of this Agreement, the Hirer shall return the Equipment forthwith to Lightning Media Ltd.

6 EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 6.1 The Equipment is provided 'as is' without warranty of any kind, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade, all of which are hereby excluded and disclaimed, and the Hirer hereby acknowledges and agrees that they solely responsible for ascertaining the suitability of the Equipment for use in the Project.
- 6.2 Save in respect of death or personal injury, liability for which shall be unlimited, the aggregate liability of Lightning Media Ltd shall be limited to the amount of the Hire Charge.
- 6.3 Lightning Media Ltd shall not be liable for any direct ' indirect or consequential loss or damage, including loss of business or business benefit, loss of saving or loss of profit, damaged or ruined rushes suffered by the Hirer.
- 6.4 Lightning Media Ltd shall not be liable for any failure or delay in the provision of the Equipment and/or Services, or any other breach that results from traffic congestion, wars, strikes, lock-outs, and restrictions, non-availability of goods, materials and Failure of equipment.
- 6.5 Notwithstanding any other provision herein, the Hirer hereby indemnifies Lightning Media Ltd without limit, and on demand, against all damage to the Equipment during the Term, and all losses, damages, claims, costs (including legal costs) and judgments in any jurisdiction which Lightning Media Ltd incurs as a result of Lightning Media Ltd carrying out its obligations under this Agreement, or as a result of any breach by the Hirer of its obligations under this Agreement or any unauthorised act or omission of the Hirer, its employees, contractors or authorised representatives or any third-party claim arising from the Hirer's use of the Equipment. For the avoidance of doubt, both parties acknowledge that Lightning Media Ltd is providing the Equipment and the Services in consideration for the indemnity provided herein by the Hirer in this clause 6.2, and both parties intend to be irrevocably bound by it. This clause 6.6 will survive expiration or termination of this Agreement for any reason

7 TITLE

- 7.1 The Equipment shall at all times remain the absolute property of Lightning Media Ltd and no proprietary or other interest in the Equipment shall vest in or pass to the Hirer, who shall for all purposes be deemed the bailee of the Equipment.
- 7.2 The Hirer shall not sell, loan, assign, pledge, encumber, part with or suffer any loan to be created over the Equipment.
- 7.3 Lightning Media Ltd may terminate this Agreement forthwith on notice in the event that the Hirer has, in the sole opinion of Lightning Media Ltd, the Hirer has, or has attempted, to do any of the acts prohibited by clause 7.2 or has done or omitted to do any act and has thereby jeopardised Lightning Media Ltd's rights in the Equipment.
- 7.4 At any time following the expiry of the Term, and in the event that the Equipment has not been Returned, Lightning Media Ltd or its representative may enter any premises upon which Lightning Media Ltd reasonably believes the Equipment to be kept for the purpose of recovering the Equipment. In the event that such premises are not under the control of the Hirer, the Hirer shall obtain permission for Lightning Media Ltd to enter such premises. The Hirer shall indemnify Lightning Media Ltd in full and on demand in respect of any costs incurred in recovering the Equipment.

8 INSURANCE

- 8.1 The Hirer shall affect insurance in respect of the Equipment hired and the Hirer hereby acknowledges that it has been read and accepted the terms and conditions of Lightning Media Ltd, Cover note shall be forwarded to Lightning Media Ltd prior to commencement of the hire date. The policy cover to include loss of hire costs unlimited or till equipment has been replaced, In case of theft or total loss full replacement cost of the (equipment listed on the equipment booking form) cover is required.
- 8.2 The Hirer acknowledges and agrees that, in respect of the hirers' insurance policy, the Hirer is bound by its terms, conditions and exclusions. In particular, the Hirer shall take reasonable precautions to safeguard the equipment and shall comply with and take all reasonable security precautions, including but not limited to procuring, at all times other than when the Equipment is in use and in full view of the Hirer, that it be kept out of sight in a locked, alarmed and immobilised vehicle, or in a secure locked room.
- 8.3 In the event of an insurance claim, damage, loss, theft of equipment Lightning media ltd will charge book rate for each item listed on our booking form that is not damaged or lost or stolen and an unlimited numbers of weeks as loss of hire or business interruption charges until replacement for each item has been delivered to lightning media ltd office.
- 8.4 The Hirer shall insure its own property and all property to be used and persons to be engaged to work on the Project, and insure, against all losses, damage and liabilities caused by or arising out of or in connection with this Agreement.

9 MISCELLANEOUS

- 9.1 References to clauses and schedules shall be to clauses and schedules of this Agreement. The Schedules to this Agreement form part of this Agreement and shall be interpreted accordingly.
- 9.2 The waiver by either party of its rights in respect of any breach of any provision of this Agreement shall not be taken or held to be a waiver in respect of any subsequent breach thereof.
- 9.3 No alteration, modification or addition to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives from both parties.
- 9.4 If any part of this Agreement is found to be unreasonable, invalid or unlawful under any enactment or rule of law the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce this Agreement as if the offending part or parts had not been included.
- 9.5 The clause headings in this Agreement are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement.
- 9.6 Nothing in this Agreement shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Lightning Media Ltd and such third parties shall not be entitled to enforce any term of this Agreement against Lightning Media Ltd
- 9.7 This Agreement constitutes the entire Agreement between the parties. Other than as expressly stated otherwise in this Agreement neither party shall be under any liability for any representations made prior to or during the operation of this Agreement.
- 9.8 The Hirer shall not be entitled to assign, sub-license, novate or otherwise transfer this Agreement whether in whole or in part.
- 9.9 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may

be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 4 days after posting and if by facsimile transmission when despatched or by email.

9.10 This Agreement shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.

SCHEDULE 1

Project:

Equipment: As listed on our equipment booking form.

Hire Dates: As indicated at the time of placing your order.

Return Time: Before 10am as per equipment booking form.

Hire Charges: As listed on our Equipment rental form.

Additional Charges: Cost of repair or replacement of damaged equipment not otherwise covered by your insurance policy.

Additional rental for any unreturned – damaged –lost-stolen items/equipment

PLEASE SEEK LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT

IN WITNESS whereof this Agreement has been entered into the day and year first above written

For and on behalf of
Lightning Media Ltd

for and on behalf of

SIGNED:..... SIGNED:

NAME: NAME:

TITLE: TITLE:

DATE: DATE: