

BROADCAST TV FACILITIES : PRESENTATION SERVICES : CONFERENCE PRODUCTION

1. In these conditions the Hire Company its subsidiaries and associated companies for the time being are referred to as "The Company" and the company person or firm dealing with the Company is referred to as "The Customer" and the hire charge is referred to as "rent".
2. These conditions reflect that:
 - a) This is a business contract.
 - b) The Customer and not the Company is aware of the use to which any equipment and services will be put and the value of the Customers own materials works and products.
 - c) The Customer is able and ought to insure its materials work and products in their full replacement value.
 - d) The Customer is able and ought to check and test equipment regularly.
3. These conditions contain clauses excluding and modifying the liability of the Company.
4. The Customers own terms and standard terms and all terms implied by custom or statute are hereby excluded from the contract between the Customer and the Company.
5. The Customer acknowledges that it has not relied on any representations made by or on behalf of the Company unless made in writing and signed by a director of the Company.
6. Any variation of these conditions must be made in writing and signed on behalf of the Customer and by a director of the Company.
7. Any monies due from the Customer to the Company shall carry interest from the date due until the date of payment at the rate of £4 per centum per annum above the base lending rate of the Lloyds Bank plc from time to time in force and the Customer shall pay to the Company interest at the said rate together with the reasonable collection and/or legal costs of the Company incurred in seeking to recover payment of monies due from the Customer, whether or not proceedings are commenced.
8. The Customer shall:
 - a) pay punctually to the Company without previous demand the rent as and when it falls due.
 - b) upon collection or delivery forthwith inspect the Equipment and notify the Company of any defects or want of repair of the Equipment. If the Customer does not give any such notice to the Company the Equipment shall be deemed to be in good and substantial repair and full working order.
 - c) insure the Equipment against loss or damage at its current replacement value.
 - d) notify the Company in writing within 48 hours of the Equipment suffering damage or breakdown or being lost or destroyed and return forthwith such damaged or broken equipment.
 - e) indemnify the Company in the full cost of repair or replacement of the Equipment which shall become damaged destroyed or lost and of any loss of rent suffered by the Company pending its repair or replacement.
 - f) not assign pledge loan sell encumber charge or otherwise deal with or part with possession of the Equipment.
 - g) use the Equipment in a skilful and proper manner.
 - h) not remove the Equipment from the United Kingdom without the Company's consent in writing. The Company shall grant or withhold such consent at its sole discretion and may require security and/or increased rent.
 - i) not to tamper with or repair or attempt to repair the Equipment or any part thereof.
9. The Company shall upon the return of damaged or broken Equipment during the continuance of the hiring where the Equipment has been damaged or broken as a result of fair wear or tear replace or repair the Equipment at its sole Discretion and until the Equipment is repaired or replaced the rent or a proportionate part thereof shall be suspended.
10. If the equipment shall become damaged or broken otherwise than as a result of fair wear and tear or become lost Stolen or destroyed the rent shall continue to fall due and be payable until the hiring is terminated in accordance with Clause 12 (c) hereof.
11. The Company shall not be liable for any loss or damage (including consequential loss and loss of profits) suffered by the Customer as a result of any late delivery defect deficiency want or repair breakdown or malfunction of the Equipment other than for death or personal injury caused by the negligence of the Company or its employees in the course of their duty.
12. The hiring shall terminate:
 - a) upon the date agreed between the Company and the Customer.
 - b) forthwith and without notice upon the Customer committing a breach of these conditions or committing an act of bankruptcy or insolvency or going into liquidation.
 - c) upon the Company giving reasonable notice to the Customer but the hire charge shall continue to be payable in full until all the Equipment is returned to or recovered by the Company or until the Company's insurers or the Customer have paid the Company in full for the Hire Equipment so lost, stolen or destroyed. Upon termination of the hiring for any reason the Customer shall forthwith return the Equipment to the Company in the same repair and condition as at the commencement of the hiring (fair wear and tear expected)
13. If the Customer fails to return the Equipment the Company shall be entitled to enter upon the Customer's premises to recover possession of the Equipment and the Customer shall be liable to compensate the Company for any costs of such repossession.
14. In the event of cancellation by the Customer the Company reserves the right to make the following charges
Notice given for cancellation prior to commencement of hire
28 – 8 days 25% of total charge
7 – 2 days 50% of total charge
less than 48 hours 75% of total charge
15. These conditions shall be governed by and construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction to determine any disputes arising between the Company and the Customer.