

# NEW DAY PICTURES - CONDITIONS OF HIRE

## PERIOD OF HIRE

1. The period of hire commences when the equipment passes from the possession of NEW DAY PICTURES (hereinafter called "the Company") or its authorised representative and the signature of a Delivery Note by the Hirer or his representative or purported representative shall be conclusive proof of the passing of possession and acceptance of these conditions of hire.
2. The period of hire shall continue until possession of the equipment passes back to the company or its authorised representative and it is the responsibility of the Hirer to obtain from the Company or its authorised representative written acknowledgment of receipt of the equipment which shall alone constitute evidence of the return of the equipment to the Company but without prejudice to any outstanding obligations of the Hirer which under the provisions of these conditions continue notwithstanding the return of the equipment to the Company.

## THE EQUIPMENT

3. The equipment on hire shall remain the absolute property of the Company.
4. It is the responsibility of the Hirer to satisfy himself that upon receipt of the equipment it is in good working order and undamaged condition and the signature of the Delivery Note shall be conclusive evidence that the Hirer has received the equipment in good working order and undamaged condition. The Company will not be responsible for any defects or deficiencies in the equipment unless an appropriate specific note has been made on the Delivery Note and such note has been Signed by the Company or its authorised representative.
5. The Company does not warrant that the equipment is suitable for the particular or any purpose for which it is or may be required.
6. The Hirer shall not assign transfer or otherwise part with possession of the equipment during the period of hire without the prior written consent of the Company.
7. The Hirer shall not take or permit to be taken the equipment out of the United Kingdom nor use or permit it to be used for any abnormal or hazardous assignments without the prior written consent of the Company.

## LOSS OF OR DAMAGE TO EQUIPMENT

8. Throughout the period of hire the Hirer shall be responsible for the safe keeping of the equipment and shall be liable to the Company for all loss of or damage to the equipment howsoever caused.
9. The Hirer shall notify the Company of any loss of or damage to any equipment on hire within 48 hours of such loss or damage being sustained.
10. The Hirer shall not carry out or attempt to carry out any repairs to damaged equipment without the prior written authority of the Company.
11. The Hirer shall pay to the Company all costs incurred by it in carrying out repairs to damaged equipment.
12. The Hirer shall pay to the Company the full cost of replacing any lost equipment or any equipment which in the reasonable opinion of the Company is uneconomic to repair with new equipment of the same or similar specification to that equipment which has been lost or damaged.
13. During any period in respect of which the Hirer has not already paid to the Company the cost of hiring any equipment which shall be lost or damaged as mentioned above and until such time as payment shall be made to the Company pursuant to conditions 11 or 12 above the Hirer shall pay to the Company compensation for the loss of use of the equipment lost or damaged at a rate equivalent to charges currently made by the Company for the hire of such equipment.

## INSURANCE

14. Unless prior to the commencement of the period of hire the Company has received from the Hirer's insurers a declaration in a form acceptable to the Company that the Hirer has arranged insurance to the satisfaction of the Company or if at any time the Company receives notification of the lapsing or variation of the Hirer's said insurance or fails to receive prompt and sufficient confirmation that such insurance remains in effect then the Company shall be entitled (but not obliged) to arrange insurance of the equipment for its full replacement value against all damage or loss consequential or otherwise including without prejudice to any payment of monies to the Company pursuant to conditions 11, 12 and 13 above and also for Public Liability against claims made by third parties arising from use or mis-use of equipment for not less than 500,000 (sterling) and if (he Company has not received the said declaration or if it receives notification of lapsing or variation of the insurance or fails to receive the prompt and sufficient confirmation as to the insurance remaining in effect as referred to above then in addition to all other sums payable by the Hirer to the Company there shall also be due and payable by the Hirer to the Company an additional sum of 12% of the total hire cost.

## CANCELLATION

15. In respect of any order cancelled by the Hirer within 24 hours of the date when the period of hire was to commence the Hirer shall be liable to pay to the Company a cancellation charge not exceeding the total agreed hire charge for the cancelled hiring.

## LIMITATION OF LIABILITY

16. If the Company for any reason is unable to provide any equipment which is the subject of an agreement between the Company and the Hirer then the Company shall not be liable for any loss or consequential loss suffered by the Hirer as a result thereof.

## PAYMENT

17. Payment of any monies payable to the Company in respect of any agreement between the Hirer and the Company shall be made to the Company no later than 28 days following the date on which the Company shall deliver an invoice to the Hirer (and such invoice shall be deemed to have been delivered to the Hirer on the day after which it is posted by ordinary first class post to the address of the Hirer as notified to the Company) provided the payment of any monies payable to the Company arising from any act or default on the part of the Hirer (other than payment of the charge for the hire of equipment or supply of services) shall be payable to the Company on demand and the Company reserves the right to charge the Hirer interest on any outstanding monies at 5% above the base rate of National Westminster Bank PLC from time to time in force.

## INDEMNITY

18. The hirer shall at all times fully indemnify the Company its employees servants and agents against all actions costs claims demands proceedings or liabilities arising from or in connection with equipment materials or any other services supplied to the Hirer by the Company.