



TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT

The Hirer by accepting the equipment for hire accepts to abide by the following terms and conditions of MK-V Hire Ltd

1. General:

The terms and conditions set out below shall be the basis of all Contracts of Hire with MK-V Hire limited which shall be concluded by a Rental Agreement form by any person, persons or body corporate and the handing over of goods by MK-V Hire on the basis of such Rental Agreement.

2. Definition:

In these terms and conditions MK-V Hire means MK-V Hire limited, whose principal place of business is C/O Web Lighting, Ravenscraig road, Manchester, M38 9PU. The hirer shall mean any person, persons or body corporate entering into a rental agreement with MK-V Hire for the hire of goods and equipment. "Goods and equipment" referred to in "The terms and conditions" refer to those set out below and shall be the sole conditions of any contract with MK-V Hire subject to any addition or amendment which shall be in writing and ratified by a Director of MK-V Hire Limited.

3. The period of hire:

The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from MK-V Hire) and shall terminate when the equipment is returned to MK-V Hire and receipt given. It is the responsibility of the hirer to obtain such receipt for the return of equipment, which will represent sole evidence of the return of equipment to MK-V Hire.

4. Equipment:

(a) The hirer will satisfy himself on taking possession of all equipment that it is in good working order and is undamaged. The hirer's signature on the rental agreement or accepting the equipment for hire will be taken as conclusive evidence that such agreement has been satisfied. Any matters relating to the substandard condition or working of the equipment must be notified to MK-V Hire and (if the rental is to proceed) a note endorsed on the Rental Agreement is to be countersigned by MK-V Hire.

(b) All equipment on hire remains the absolute property of MK-V Hire.

(c) The hirer shall have no authority to transfer or otherwise part with possession of the equipment during the period of hire unless the express written consent of MK-V Hire is first obtained.

(d) In the event that the hirer intends to take equipment out of the main land of England, Scotland or Wales or use the same for any abnormal or hazardous assignment then consent must first be obtained from MK-V Hire, who, at their sole discretion, may vary the terms of the rental.

5. Damage or loss to equipment hired:

(a) It shall be the absolute responsibility of the hirer to ensure the safe keeping of equipment and the hirer will indemnify MK-V Hire in respect of any loss or damage howsoever caused whilst in the Hirer's possession.

(b) All damage or loss will be referred to MK-V Hire immediately (or as soon as practicable). Following which, the goods must be returned to MK-V Hire for repair or replacement. Should the repair be uneconomic. The hirer may not carry out repairs to the damaged equipment without the express consent of MK-V Hire and shall otherwise make no attempt to examine, diagnose repair or remove the outer casing of the equipment hired.

(c) The hirer shall be liable to pay the full cost of replacement of any equipment lost or damaged beyond repair with reference to new equipment of the same or nearest available specification.

(d) In the event of loss or damage to equipment, the period of hire will, without further reference to the hirer, extend until such time as full reimbursement for the cost of replacement of the lost or damaged equipment has been made, whether or not such period extends beyond that of the original rental agreement.

6. Liability:

(a) MK-V Hire shall not be liable under any circumstances whatsoever for losses incurred by the hirer due to faulty or non-functioning equipment during the period of hire. MK-V Hire will however take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment.

(b) The hirer will indemnify MK-V Hire at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the equipment hired.

(c) In the event that the hirer shall create, use with or in conjunction to any equipment hired any unique or original material or matter MK-V Hire shall have no liability whatsoever in respect of the loss damage or imperfection of any such material and the hirer will be fully indemnify MK-V Hire in respect of any such claims by a third party.

7. Rental Fees:

(a) During the Rental agreement the hirer will pay the rental fee as specified in the Rental Agreement plus V.A.T. In the event of the Rental Agreement specifying a daily rate then such rate will be charged to the end of the day on which the equipment is returned.

(b) All fees under the Rental Agreement will be discharged at the time of the hirer returning the equipment or with the specific consent of MK-V Hire up to thirty days after the date of any invoice subsequently issued.

(c) MK-V Hire reserve the right to determine the contract and recover any equipment hired in the event of bankruptcy, insolvency or liquidation of the hirer.

(d) Where the hirer is a body of corporate registered in the United Kingdom, MK-V hire may in their sole discretion require a surety to the Rental Agreement. The surety hereby agrees to indemnify MK-V Hire in respect of all sums due under the Contract of Hire in the event of partial or total default by the Hirer Company.

8. Unconfirmed Bookings:

Unconfirmed or so-called "pencil bookings" can only be held for seven days from the date the "pencil booking" was made. If this has not been confirmed within that period it will be cancelled by MK-V Hire for which action MK-V Hire will not accept liability for any inconvenience or loss caused as the result of such cancellation due to the customer not confirming the "booking". Confirmed bookings will always take precedence over unconfirmed "pencil bookings" after seven days.

9. Quotations or estimates:

14 Estimates relating to the supply of, and charges for, rental equipment and allied services given in written form or verbally by a member of MK-V Hire staff is given in good faith on the understanding that any such quotation or estimate is not legally binding and is given using the information supplied by the prospective customer or his/her representative and may be subject to change should the quoted equipment, service or charges be altered in any way due to unforeseen circumstances. All written quotations or estimates are valid for thirty days from the issue date after which time it will lapse.

10. Cancellations:

15 Canceling a firm booking less than 24 hours before the hire was due to commence will be charged 50% of the total hire/services fees(s). Equipment ordered and delivered to a client which is subsequently returned as cancelled without previous notification of such cancellation will be charged the full one day rate plus delivery/collection charges, together with any other expense to which MK-V Hire has been subjected.