

TERMS AND CONDITIONS

By hiring equipment from Prolighting, you are agreeing to the following terms and conditions:

1. By placing an order, the Hirer shall be deemed to have accepted the terms and conditions of this agreement, which shall govern the provision of the Services to the exclusion of any other terms and conditions (including without limitation any terms and conditions of the Renter).

2. Title to said equipment shall remain with Prolighting. Hirer has examined said equipment prior to signing this agreement and agrees that the same is the correct equipment ordered by Hirer and is in good order, condition and repair. The Hirer agrees to return said equipment to Prolighting (unless otherwise stated prior to the signing of agreement) on or before 10.00am on the day after the end of the Hire Period in the same good order, condition and repair, and to pay Prolighting the rental therein at the rate provided. The rental day shall commence on the day the equipment is delivered/collected to/by Hirer and shall continue until said equipment is returned. Hirer agrees to pay 1 additional days' rental if said equipment is not returned before 10.00am.

3. Hire Period: The Hire Period shall commence from the time stated in the order confirmation unless the Equipment is collected by the Hirer, in which case the Hire Period shall commence when the Equipment leaves our premises. The Hire Period shall terminate when the goods are received back at our premises.

3.1 The Hire Period will be calculated as follows:

(a) 1 day: Any 24 hour period commencing from the time the Equipment leaves the Prolighting premises until the same time the following day;

(b) 1 week: Any continuous period of 7 days calculated in accordance with Section 3.1(a) above;

(c) 1 month: Any continuous period of 30 days calculated in accordance with Section 3.1(a) above.

(d) Early Pick-Up: Provided that the Equipment is available, the Equipment can be collected after 4.00 p.m. the day before the Commencement of Hire starts and returned [by 10.00 a.m. the day after the end of the Hire Period] without incurring further charges.

(e) Prolighting will use all reasonable efforts to have each item of specified Equipment available for hire on the Commencement of Hire but shall not incur any liability whatsoever in the event of any non-availability due to failure by another customer to return, unforeseeable mechanical breakdown or any other circumstance beyond its reasonable control.

3.2 Extension/Cancellation of Hire

After confirmation of rental (via email or in writing):

(a) If notice is given to terminate or extend the hire period more than 24 hours before the agreed time, there will be no penalty.

(b) If notice is given within 24 hours of agreed time, a charge equivalent to 50% of one day's hire cost will be levied.

(c) If no notice is given to cancel the hire; then a charge equal to the entire daily rate will be made to the hirer's account

4. Limitation of Liability: Hirer agrees that if any equipment rented hereunder is not suitable for the Hirers use or is defective, or is in need of repairs, that he shall have no claim against Prolighting for damages and Renter hereby waives such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.

4.1 If any film, disc, software or other media other than Prolighting's is damaged or destroyed, our liability will not exceed the value of the film, disc, software or other media notified to us in writing in advance of the hire to allow us to insure such loss or damage. If no value is notified to us you agree that our liability is limited to the rental cost of the damaged material.

4.2 Prolighting shall be indemnified against any physical harm to Hirer or third party persons in relation to operation of Hired equipment, including damage to property electrical or otherwise.

5. Damage/Loss Cover: It is a condition of hire that all equipment be comprehensively covered against loss or damage from the commencement of the hire period.

(a) Unless otherwise instructed by Hirer, Prolighting damage and loss waiver facility is automatically charged at a fee calculated as a percentage of the rental fee.

(b) It should be noted that while the facility is comprehensive the Hirer is liable for the first £300 of any claim. The Hirer should be aware of the exclusions due to negligence and in the event of any loss or damage to the Equipment while on hire the Hirer will report any relevant details to Prolighting as soon as practicable, and in respect of any loss make a report to the local police.

(c) Hirer may use own insurance policy, providing a copy is made available to Prolighting prior to hire, and meets the requirements as laid down by Prolighting.

6. Responsibility of Hirer: Hirer agrees that he will indemnify Prolighting harmless from claims of all persons that said rented equipment is not suitable for Hirer's use or is defective.

(a) Hirer agrees to operate each piece of equipment rented hereunder in accordance with the manufacturer's operating procedures.

(b) Hirer agrees not to assign or transfer this rental agreement or the property subject to this rental agreement.

(c) It is the responsibility of the Hirer to arrange suitable supply of electricity for use with rented equipment at all times, including compliance with the 'Electricity at work regulation' 1989 (and all amendments therein).

7. Hirer agrees that the equipment quoted is the correct equipment ordered by Hirer; that if any of said equipment is lost or damaged or stolen it is the Hirer's responsibility to provide sufficient cover by a comprehensive insurance policy (a copy of which must be verified by Prolighting) or Prolighting's damage and loss facility. A damage and loss waiver facility is available from Prolighting at a fee calculated at 15% percent of the rental fee (prior to any discount given), however it is the Hirer's responsibility at the time of setting up their account to advise if this facility is required, otherwise it will be assumed that the Hirer has their own sufficient cover in place. It should be noted that while the facility is comprehensive the Hirer is liable for an excess of £250 per item. The Hirer should be aware of the exclusions due to negligence and in the event of any Equipment being lost or stolen or damaged while on hire, the Hirer will report any relevant details to Prolighting as soon as practicable, and in event of any loss or theft make a report to the local police.

8. Time is of the essence of this agreement. If Hirer fails to return said equipment when due or fails to pay the rental therein, Prolighting may declare Hirer in default and shall have the right to repossess said equipment from Hirer and to recover all damages, accrued rental, cost and reasonable legal fees. Hirer hereby waives any claim for loss or damage from said repossession.

9. If within 48hrs after the return of said rental equipment Prolighting discovers that the same has been damaged while rented under this agreement, the Hirer shall be notified of the description of such damage and the amount required to repair the same and Hirer agrees the same on demand.

10. In the event Hirer is in default under this rental agreement and an action is commenced to enforce any right hereunder the prevailing party in such action may recover from the other, in addition to all other relief, reasonable legal fees incurred in said action or proceedings.

11. In the event that the Hirer from time to time rents other equipment from Prolighting, the terms and conditions of this hire agreement shall apply to such other rentals.

12. Digital capture/Storage: Unless otherwise instructed, all digital capture and back up is the responsibility of the hirer. If requested prior to hire, Prolighting will store digital capture for up to 30 days. Beyond this time charges will be applied according to Prolighting's current prices.

Note: Prolighting accepts no liability for loss or damage to stored or captured images during or after the Hire Period.