

CONDITIONS OF HIRE FOR CLC TV EQUIPMENT

Period of Hire

The period of hire commences when the equipment passes from the possession of the CLC or its authorised representative and the signature of a Delivery Note by the Hirer or his representative shall be conclusive proof of the passing of possession and acceptance of these conditions of hire.

The period of hire shall continue until possession of the equipment passes back to the CLC or its authorised representative and it is the responsibility of the Hirer to obtain from the CLC or its authorised representative written acknowledgement of receipt of the equipment which shall alone constitute evidence of the return of the equipment to the CLC 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 CLC.

The Equipment

The equipment on hire shall remain the absolute property of the CLC.

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. The CLC 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 CLC or its authorised representative.

The CLC does not warrant that the equipment is suitable for the particular or any purpose for which it is or may be required.

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 CLC.

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 CLC.

Loss of or Damage to Equipment

Throughout the period of hire, the Hirer shall be responsible for the safe keeping of the equipment and shall be liable to the CLC for all loss of or damage to the equipment howsoever caused.

The Hirer shall notify the CLC of any loss of or damage to any equipment on hire within 48 hours of such loss or damage being sustained.

The Hirer shall not carry out or attempt to carry out any repairs to damaged equipment with the prior written authority of the CLC.

The Hirer shall pay to the CLC all costs incurred by it in carrying out repairs to damaged equipment.

The Hirer shall pay to the CLC the full cost or replacing any lost equipment which in the reasonable opinion of the CLC is uneconomic to repair with new equipment of the same or similar specification to that equipment which has been lost or damaged.

During any period in respect of which the Hirer has not already paid to the CLC 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 CLC, pursuant to conditions of 11 or 12 above, the Hirer shall pay to the CLC compensation for the loss of use of the equipment lost or damaged at a rate equivalent to charges currently made by the CLC for the hire of such equipment.

Cancellation

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 CLC a cancellation charge not exceeding the total agreed hire charge for the cancelled hiring.

Limitation of Liability

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

Payment

Payment of any monies to the CLC in respect of any agreement between the Hirer and the CLC shall be made to the CLC no later than 28 days following the date on which the CLC 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 CLC) provided the payment of any monies payable to the CLC 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 CLC on demand and the CLC 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

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