

PARKES PRODUCTIONS LTD - TERMS AND CONDITIONS FOR THE WET HIRE OF EQUIPMENT



001 Definitions

1. Parkes Productions Ltd is a trading name whose registered address is 44 St.Vincent's Court, The Strand, Brighton Marina Village, Brighton, BN2 5XJ ("the Company").
2. The specific goods or services to be provided by the Company to a person, persons or organisation ("the Hirer") in respect of any particular contract are those as defined and agreed on the specific booking confirmation forms, order forms or signed correspondence.
3. Parkes Productions Ltd at present only offers 'wet hire' (defined as an arrangement in which an experienced operator is provided by, or at the direction of, the Company, along with the equipment to be hired). All references to hiring contained in these terms and conditions will be assumed to only refer to a 'wet hire' arrangement that automatically includes a trained operator appointed by the Company. Goods and services other than 'wet hire' fall under the 'Parkes Productions Ltd Terms and Conditions of Business'.
4. These conditions shall be construed in accordance with English Law. No variation of these 'Terms & Conditions for Wet Hire' shall be accepted unless specifically agreed to in writing by the Company.

002 Hiring Period and Cancellations

1. The hiring period of the equipment shall commence at the time specified in the agreement form(s) and shall not terminate until the equipment is delivered to the Company's premises or any other such premises as the Company may reasonably direct except when the Company has agreed to collect the equipment or to provide its own transport. The equipment must be returned (or made available for collection) at the time and date specified in the agreement, unless in the meantime the Company has agreed to an extension. Extension of hire must be notified to the Company at least 24 hours before the end of the original hire period.
2. A minimum of 24 hours notice must be received in writing by the Company prior to the commencement of the booking, in respect of cancellation of, or amendment to, any aspect of the booking.
3. Bookings cancelled or amended after the cancellation deadline defined in 2 above will be charged at the full rate, unless otherwise agreed in writing.

003 Liabilities

1. All equipment on hire remain at all times the property of the Company and the Hirer shall not sell, loan, assign, pledge, encumber, part with or suffer any lien to be created over such equipment. The Hirer shall in no circumstances remove the equipment from the United Kingdom without obtaining the explicit consent of the Company in writing specifying the country to which the equipment is to be removed and in such event the Hirer shall pay all additional insurance in respect of such removal of the equipment and shall indemnify the Company against all customs duties, taxes or other pecuniary levies either as a result of removal of the equipment from the United Kingdom or for the return of the equipment, and shall pay to the Company, all other necessary overseas travel expenses as stipulated in the agreement
2. The Hirer shall give such proof of her/his identity as the Company shall reasonably require. If the person signing the contract is not the hirer he warrants that he/she has the authority of the Hirer to enter into this contract on the Hirer's behalf and shall indemnify the Company against all losses, damages and costs suffered or incurred by the Company as a result of any breach of such warranty.
3. The Hirer shall not assign the contract or rehire or part with possession of any of the equipment without the Company's written consent.
4. Unless explicitly specified and agreed upon by means of written consent, the Hirer is responsible for having in existence before the hire begins insurance cover against fire, loss, damage or risk from whatever cause for the full replacement value of the equipment. The term "full replacement value" is defined as the cost of replacement equipment, at the time of the loss, from a supplier approved by the Company, of the same type and/or equivalent specification to that supplied to the Hirer.
5. The equipment must not be used on any abnormal or hazardous assignment or unless otherwise explicitly agreed in writing by the Company prior to the commencement of the hire. The Hirer

pledges it will use the equipment in a careful and proper manner and will not interfere with it in any way or let anyone else do so.

6. The equipment shall be deemed to be in good repair and condition and to the Hirer's satisfaction upon delivery to the Hirer unless the Hirer gives notice in writing to the Company within 24 hours of delivery. No warranty is given that the equipment is suitable for the purpose for which the Hirer requires it. Whilst every endeavour will be made to supply the apparatus as ordered, we reserve the right to substitute other designs as deemed fit by the Company.
7. The Hirer shall at all times keep and at the end of hiring return all the equipment in good working order and repair and clean condition and will not in any way alter or repair any part of the equipment and will permit the Company at all reasonable times to have access to the equipment and to inspect the state and conditions thereof. The Hirer will pay on demand to the Company all losses, costs and expenses whatsoever paid for replacing any equipment not returned at the end of the hiring or damaged beyond economic repair. The replacement price shall be the "full replacement value" defined in 4 above.
8. All monies received or receivable in respect of such insurance as aforesaid shall forthwith be received by the Company who shall, as the case may require, apply such monies either in making good the damage done or in replacing the equipment by other articles of similar description and quality and such substitute articles shall become subject to the provisions of this agreement in the same manner as the articles for which they shall have been substituted.
9. The Company shall not be liable for any fees, penalties or charges, financial or otherwise, which the Hirer may incur, through the use of, or inability to use, any of the goods or services supplied by the company, unless arising directly through negligence. The Company shall not be liable to the Hirer for and the Hirer shall at all times and in all respects indemnify the Company in respect of all actions, proceedings, costs, claims and demands whatsoever brought by any person for the death of or injury to any person (other than death or injury due to the negligence of the Company) or damage to property caused by or arising out of the use of the equipment in any manner whatsoever. No responsibility shall be accepted by the Company for any equipment not belonging to the Company and the Hirer will indemnify the Company against damage to equipment supplied by the Company as a result of malfunction or non-function of any equipment or installations not belonging to the Company.
10. A representative of the Company may enter any premises upon which the equipment may be kept or is reasonably believed to be kept for the purpose of its recovery at the termination of the specified hiring period and where the equipment is on premises not occupied or under control of the hirer the hirer undertakes to secure for the Company permission to enter for such purposes and the hirer shall compensate the Company for any costs incurred in repossessing the Equipment.
11. The Company reserves the right to subcontract all or any part of the Hirer's order.

004 Payment

1. The current prices for hire of equipment or services quoted in writing supersede all previous published or quoted prices. Any published prices are subject to alteration by the Company at any time and without prior notice.
2. Unless otherwise stated, any price or rate quoted or published by the Company is exclusive of Value Added Tax which shall be payable to the Company in addition to the price or rate.
3. The Hirer agrees to pay the Company hire charge for the specified period and will pay the Company the extra hire charge for each period or part thereof that the Equipment is retained over and above the specified hire period.
4. A credit account may be offered to the Hirer at the sole discretion of the Company, upon provision of satisfactory credit references.
5. Credit payment terms are strictly 30 calendar days from the date of invoice. The Company reserves the right to charge interest at 4% on all overdue amounts.
6. All payments must be made in £ sterling. Payment by credit card or Switch is at present not accepted.